

Bargaining Unit 6

CORRECTIONS

Union: California Correctional Peace Officers Association

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ARTICLE I RECOGNITION

1.01 Recognition

- a. Pursuant to the Public Employment Relations Board certification, the State recognizes CCPOA as the exclusive representative for employees in the Corrections Unit 6.
- b. Pursuant to Government Code Sections 19815.5 and 3517, CCPOA recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

ARTICLE II CCPOA REPRESENTATION RIGHTS

2.01 Distribution of Literature

- a. California Correctional Peace Officers Association (CCPOA) representatives requesting access to Bargaining Unit 6 employees and/or designated non-work locations will check with the appropriate designated management authority to determine availability of space for the distribution of information and/or literature. Access to those locations may be restricted based on space availability and operational necessity. A written list of CCPOA stewards and staff shall be furnished to the State, and CCPOA shall notify the State promptly of any change.
- b. CCPOA may use existing employee mailboxes for distribution of information and/or literature. CCPOA assumes responsibility for the distribution of its own literature, unless mailed through the U.S. Postal System addressed to individual employee(s).

2.02 Access to Employees

- a. CCPOA stewards or representatives seeking access to the employees in a work or secure area, or to review documents, shall provide the department head or designee with reasonable advance notice of the visit. Access may be denied or delayed or limited for reasons of safety, security, public order, or other business-related reasons. Access to employees shall not be unreasonably withheld.
- b. Access to work locations solely for the purpose of observation of the worksite, not involving discussion with employees, may be granted with reasonable advance notice with an appropriate escort. On occasion the representative may need to talk confidentially with the employee or take confidential notes. Under these circumstances, management agrees, if requested by the representative, to ensure reasonable physical separation between the escort, the representative and the employee. However, for

legitimate business-related reasons, the representative may be required to take notes or communicate with the employee at an alternate location.

2.03 Access to New Employees

- a. CCPOA representatives shall be allowed access to Correctional Peace Officer Cadets while at the CDC and CYA Academies for two hours during the first week of each Academy cycle. The State agrees to provide meeting space at the place the cadets are assembled. CCPOA will provide the State the names of representatives who will be meeting with the new employees one week in advance of the meeting.
The time of this access shall be mutually agreed to between CCPOA representatives and the Director of the Academy.
- b. CCPOA representatives shall be allowed access to off-duty CDC and CYA cadets while at the Academy during the second week of the Academy cycle, or, on other weeks, at a time mutually agreed upon by CCPOA and the Director of the Academy. If the CDC or CYA Academy is increased to ten (10) weeks, CCPOA representatives shall be allowed access to off-duty CDC and CYA employees while at the Academy for an additional four (4) hour period during the eighth week of the Academy at a time mutually agreed upon by CCPOA and the Director of the Academy. The State agrees to provide adequate meeting space at the Academy. CCPOA will provide the State with the names of representatives who will be meeting with the new employees one week in advance of the meeting.
- c. The State shall provide CCPOA a schedule of when each new Academy cycle begins at least one month prior to the beginning of each cycle.
- d. At the beginning of each new Academy cycle, the State shall provide CCPOA with a complete roster of the names and work locations of each new employee entering Bargaining Unit 6.
- e. Each CCPOA local chief job steward and designee will have two (2) hours of access to new employees during the first forty (40) hours of orientation at each facility, office, camp, or other places of employment. The local management and CCPOA will meet to pick a specific designated time during this orientation week for the CCPOA presentation. The local CCPOA presenter shall provide the local administration with a pre-plan agenda prior to the orientation. The local administration shall be notified of any changes in that agenda prior to those changes taking place.

2.04 Membership Packets

At the time the employee signs his/her employment documents, the State agrees to provide each new employee of Unit 6 with a DPA-approved packet of information furnished by CCPOA. DPA approval of said packet of information shall not be arbitrarily or capriciously withheld. CCPOA will ensure delivery of the packets of information to the local personnel representatives.

2.05 Use of State Facilities

The State will permit use of certain State facilities for CCPOA meetings, subject to the operating needs of the State and the availability of appropriate space. Requests for use of such State facilities shall be

made in advance to the Warden/Superintendent/-Regional Administrator or designee. When required in advance, CCPOA shall reimburse the State for additional expenses such as security, maintenance and facility management costs, or utilities, incurred as a result of CCPOA's use of such State facilities. Such costs shall not exceed those uniformly applied to other users.

2.06 Bulletin Boards

- a. CCPOA may have access to employee organization bulletin boards at all work facilities to post materials related to CCPOA activities. Any materials posted must be dated and initialed by the CCPOA representative(s) responsible for the posting, and a copy of all materials posted must be distributed to the Superintendent, Warden or office manager at the time of posting.
- b. Where State-owned employee organization bulletin boards exist, the Department shall provide reasonable bulletin board space for the exclusive use of CCPOA; or as an alternative, at its expense, CCPOA may provide at each camp or facility one or more (as described and limited in Paragraph j.), with optional cover and lock, not to exceed 36" x 48" in size, and to be placed as described in Paragraphs k and l. Installation will be by the Department. In those cases where the bulletin board is provided with a lock, the Superintendent, Warden, office manager, or facility head shall be provided, at CCPOA's expense, two keys to the lock. Such keys will not be used except in case of a safety hazard, or in violation of a no-strike provision or as such in paragraph e. herein; even in such instances the key shall not be used without a reasonable effort to have a CCPOA representative present. Any CCPOA bulletin board shall be installed in a location consistent with institutional safety, security and operational needs.
- c. If bulletin boards in a snack bar exist at facilities beyond those described below, CCPOA shall only be entitled to share such boards and have reasonable space on such boards.
- d. Nothing in this Article shall be construed to require the State to move or remove existing employee or management bulletin boards from their present locations.
- e. CCPOA agrees that nothing illegal or which threatens the safety or security of the facility, or which is of racist, sexist, obscene, defamatory or of a partisan/political nature shall be posted.
- f. Materials posted by an employee of the State shall be posted on the employee's own time.
- g. Should CCPOA decide to place an exclusive bulletin board in a Parole facility, size and location shall be reasonably determined by local administration and board size shall be no more than 2 feet by 3 feet.
- h. Size and location of exclusive boards in new facilities shall reasonably be determined by local administration after consultation with CCPOA and the board size shall be no more than 3 feet by 4 feet.
- i. When CCPOA has a local concern over the number of bulletin boards, they should contact the Superintendent/Warden or his/her designee to discuss additional boards.
- j. Number of Bulletin Boards at each Institution:

CCC	- 3	Preston	- 3
Folsom	- 6	YTS	- 2
SQ	- 2	NCYC	- 1
CMF	- 3	Close	- 1
DVI	- 3	DeWitt	- 1
CTF	- 4	Holton	- 1
CMC	- 6	SRCC	- 1
CCI	- 7	NRCC	- 2
CIM	- 4	Nelles	- 2
CIW	- 2	Ventura	- 2
CRC	- 5	Paso Robles	- 1
CVSP	- 3	Chad	- 1
SCC	- 3		
RJDCF	- 4		
NCWF	- 2		
Avenal	- 4		
Mule Creek	- 3		
Patton	- 4		
CCWF	- 2		
Wasco	- 3		
Corcoran	- 4		
PBSP	- 4		
CSP-Solano	- 4		
Calipatria	- 4		

k. California Youth Authority Bulletin Board Locations:

INSTITUTION

Preston:

In hallway in Program Center Building by Mailroom outside door
Main entrance
Entrance to the camp

Northern Reception Center - Clinic:

In sallyport
Courtyard entrance - East wall

Southern Reception Center - Clinic:

Outside sallyport

O.H. Close:

Outside control with overhang

Karl Holton:

Inside control in place of visiting hall schedule or outside

DeWitt Nelson:

Outside

Fred C. Nelles:

In hallway, past control, past visiting, leading to main
corridor
Main entrance

Ventura:

In existing locations
In sallyport

Youth Training School:

Existing locations

El Paso de Robles:

On East wall, in the North corridor in the main administration
building, right inside the main security entrance

N.A. Chaderjian School:

Foyer of the Administration Building, next to the Conference
Room and Staff Mail Boxes
Washington Ridge:
Outside the Parole Board hearing room

ALL OTHER CYA CAMPS:

Pine Grove, Mt. Bullion, Ben Lomond:
In main foyer of Administration Building
CYA Central Office:
At Snack Bar

1. Department of Corrections Bulletin Board Locations:

INSTITUTION

California Correctional Center:
1st Building hall to snack bar
Foyer
Folsom State Prison: (Old Folsom)
East Gate
West Gate
Phone Room
Folsom State Prison: (New Folsom)
Main Sallyport (on exposed wall)
Snack Bar
Sierra Conservation Center:
Snack Bar (2)
Sallyport to Complex
Tull Entrance Trailer
California Medical Facility:
Hallway to Foyer to Mail Sallyport
Snack Bar (Smaller)
DMH
CSP-Solano:
Administration Bldg. - 1st Floor
Custody Complex - 1st Floor
Visiting Entrances A & B
San Quentin State Prison:
Scope Gate (Free-standing)
Snack Bar (Smaller)
Deuel Vocational Institution:
Foyer
Squad Room
Correctional Training Facility:
North Foyer
Central Foyer (place in employee mail room)
South Inside Entrance Building - Alternative
Free-standing (located outside the entrance building)
California Rehabilitation Center:
Pedestrian Gate
(PK Snack Bar)/Dining Room
Southwest Corner
Sallyport
Patton/Security Building
California Institution for Women:
R.C. Gate

Administration Hall
California Institution for Men:
Entrances-R.C. West at Main Gate
R.C. East
Central Foyer
CIM Minimum/Squad Room in PK (Snack Bar)
California State Prison Avenal:
Complex B
Front Entrance
California Correctional Institution:
Medium Foyer
Squad Room
Between Control Door and Old Radio Room Door
Minimum Unit
CDC Central Office:
Main Lobby -- Alternative
Smaller Board (located in snack bar)
California Men's Colony:
Snack Bar
CMC West Camp Office
Main Unit, East Side
Calipatria:
Next to Snack Bar in Hall
Outside Pedestrian Entrance
By Central Control in Hall
By Complex Control in Hall
Chuckawalla Valley State Prison
Central Control
Front Entrance
Administration Building
Mule Creek State Prison:
Main Foyer
Snack Bar
Level I
Northern California Women's Facility:
By Control (Inside)
R.J. Donovan Correctional Facility:
Administration Hallway across from Snack Bar
Main Gate inside Staff Entrance
Central Services
Employee Parking Lot
Patton State Hospital:
Each sallyport
CCWF:
Outer Central Control
Scheduled to go up in Employee Entrance
Wasco:
Next to Employee Cafeteria
Hallway in Front of Central Control
Across from Complex Control (RC)
CSP Corcoran:
Outside snack area on Level III
Entrance Level IV outside Control
Level I
To be announced at a later date
PBSP:
GP Entrance

SHU Entrance
Administration Building Entrance
Level I Yard

- m. CCPOA is allowed one bulletin board in each Unit 6 Parole Office or facility.
- n. As new facilities or offices are opened, the superintendent, facility commander, or the unit supervisor and the CCPOA Chapter Chief Job Steward shall meet to determine the locations of the bulletin boards at that institution, facility, camp or office.
- o. CCPOA may add a literature distribution box and/or mail box under each of the CCPOA bulletin boards, if it so chooses.

2.07 Chief Job Steward Assignment

- a. If the local chief job steward at each institution and/or facility so requests, he/she shall be placed in a second watch position, with Saturdays and Sundays off where possible, which permits quick access and availability for representation for the majority of normal business hours. This shall exclude camps.
- b. CCPOA's rank and file, statewide President and Vice-Presidents (three), shall have second watch assignments, with Saturdays and Sundays off where possible, if they so request.
- c. In institutions and/or facilities having more than thirteen (13) MTA positions, plus the Youth Training Center and Northern California Youth Center, CCPOA shall be able to designate one lead job steward from an MTA classification who shall be placed in a second watch position, with Saturdays and Sundays off where possible, if the steward so requests.
- d. CCPOA may appoint a regular job steward at each CDC and CYA camp.
- e. There shall be one Chief Job Steward for the Medical Technical Assistants employed within DMH Mental Health Unit. This Chief Job Steward shall be placed in a second watch position with Saturdays and Sundays off, where possible, if the steward so requests.
- f. Mutually Agreed-upon Discussion Starting Point
The Chief Job Steward at Pelican Bay State Prison shall be placed in an out-of-post, second-watch position, with Saturdays and Sundays off. Guidelines shall be developed between the parties as to this person's responsibilities to respond to alarms, etc.

2.08 Stewards' Rights

- a. The State recognizes and agrees to deal with designated stewards or staff of CCPOA on all matters relating to the administration of this Agreement.
A written list of CCPOA stewards, broken down by department and designated area of primary responsibility, shall be furnished to the State immediately after their designation and CCPOA shall notify the State promptly of any changes of such stewards. CCPOA stewards shall not be recognized by the State until such lists or changes thereto are received. A CCPOA steward's "area of responsibility" means institution, office or building. However, the parties recognize that it may be necessary for CCPOA to assign a steward responsibility for several small offices or buildings within a close proximity.
- b. Upon request of an employee, or on behalf of a CCPOA-filed

grievance, a CCPOA steward may:

1. Investigate a grievance and assist in its presentation, provided it is in the steward's department and designated area of primary responsibility;
2. Provide representation of an employee at an interrogation, fact-finding, investigatory interview, or similarly-purposed discussion which has as its purpose the gathering of facts to support adverse actions;
3. Provide representation at shooting review boards or as allowed by the Peace Officers' Bill of Rights;
4. Participate in meetings with local management including local meet and confer sessions as may be delegated.

The steward shall be allowed reasonable time for the purpose of representing employees during working hours without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor. The grievant's immediate supervisor may temporarily deny access to any CCPOA steward for operational necessity. Supervisors shall not unreasonably withhold time off or deny access for purposes of grievance preparation. Investigation of a grievance or adverse action shall not interfere with the work of other Unit 6 employees.

- c. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CCPOA representative on representational matters at the work location in accordance with Item b. above during work hours, subject to approval of the employee's supervisor.

2.09 Use of State Telephones

CCPOA representatives and job stewards shall be permitted reasonable access to State telephones to make calls for CCPOA representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.

2.10 Questionnaires

It is the intent of the State employer that all management questionnaires originated by the Department of Corrections and/or Youth Authority not infringe upon the rights afforded to CCPOA under the Ralph C. Dills Act. Copies of all management questionnaires directed toward Unit 6 employees and originated by the Departments shall be furnished to CCPOA one week prior to questionnaires being distributed to Unit 6 employees. The State shall also furnish CCPOA, within a reasonable time frame, a copy of all published findings from said study.

2.11 Representation on Committees

- a. If a management-initiated committee has Unit 6 employees participating on said committees or in its meetings, and the committee is developing a plan or policy on issues within the scope of representation, CCPOA shall be provided a seat on the committee. The work of said committee shall not be in any way construed as "meet and confer" as defined under the Ralph C. Dills Act. A copy of official minutes, when taken, of said committee meetings shall be provided to the CCPOA representative on the committee.

- b. Only CCPOA's headquarters may negotiate or designate someone to negotiate any issue, whether statewide or local, under the meet and confer sections of the Ralph C. Dills Act or this Agreement.
- c. All joint employer-CCPOA committees established in the past or under this MOU shall meet no less than every three (3) months.
- d. The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits covered by this Agreement or within CCPOA's scope of representation unless such action is with CCPOA's written concurrence.

ARTICLE III
ORGANIZATIONAL SECURITY

3.01 Dues Deduction

- a. It is the intent of this section to provide for payroll deductions of CCPOA members in Unit 6, relative to dues and insurance programs. CCPOA dues, regular and general assessments, and other membership benefit deductions properly and lawfully authorized will be deducted by the State from the salary of each employee in an amount specified by the CCPOA and in accordance with State Controller's Office administrative policies and procedures and transmitted to CCPOA. Amounts deducted shall be set by CCPOA and changed by the State upon written request of CCPOA. The CCPOA agrees to pay charges for service in accordance with State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CCPOA.
- b. The written authorization for CCPOA dues deductions shall remain in full force and effect during the life of this Agreement.
- c. The CCPOA hereby agrees in consideration of forbearance by the State Controller, at the request of the CCPOA of the Controller's right to require a waiver from State employees of any liability for inadvertence or error, as a condition of making payroll deductions for payment to the CCPOA pursuant to the Government Code Sections 1151 and 1152, and of benefits accruing to the CCPOA as a result of such forbearance, the CCPOA hereby agrees to hold the State of California, the State Controller and his/her employees harmless from liability for any errors in withholding or transmitting payroll deduction monies for the CCPOA except for liability to the CCPOA for monies actually withheld, but not transmitted.

3.02 Agency Shop

Since CCPOA has certified that it has a CCPOA membership of at least 50 percent (50%) of the total number of full-time employees in Unit 6, CCPOA is allowed to collect a "fair share" fee from non-CCPOA members who are employees in Bargaining Unit 6. Membership in CCPOA or payment of the CCPOA fair share fee is not a condition of State employment.

The fair share shall operate in accordance with the following:

- a. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this Agreement. Such authorized dues deductions

and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the State employer harmless for any such action.

- b. Any employee may withdraw from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller. Employees who withdraw from CCPOA shall be subject to paying a CCPOA fair share fee as provided above.
- c. The amount of membership dues and fair share fees shall be set by CCPOA and changed by the State upon written notice from CCPOA. CCPOA agrees to notice all affected employees any time there is a change in membership dues or fair share fees.
- d. CCPOA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CCPOA deductions. Under no circumstances is membership in CCPOA or payment of CCPOA fair share fees a condition of State employment for employees covered by this Agreement.
- e. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenet or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CCPOA. That employee, in lieu of a membership fee or fair share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the fair share fee to a non-religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.
- f. If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CCPOA, CCPOA may charge the employee for the reasonable costs of such representation.
- g. An employee who pays a fair share fee shall be entitled to fair and impartial representation by CCPOA. A breach of this duty shall be deemed to have occurred if CCPOA's conduct in representation is arbitrary, discriminatory or in bad faith.
- h. CCPOA agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 6 within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CCPOA. In the event of failure to comply with this section, the State employer or any employee in Unit 6 may petition the PERB for an order compelling compliance.
- i. CCPOA agrees to notify any State employee who pays a fair share fee of his or her right to demand and receive from CCPOA a return of any part of that fee paid by him or her which represents the employee's traditional pro rata share of expenditures by CCPOA that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CCPOA.
- j. A fair share form of organizational security enacted pursuant to

this Article may be rescinded by a majority of those votes cast, rather than a majority of members of the unit, provided that: (a) a request for such a vote is supported by a petition containing the signatures of at least 30 percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; and, (c) the vote may be taken at any time during the term of this Agreement. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.

- k. No provision of this Article shall be subject to the grievance and arbitration procedure contained in this Agreement.
- l. Should a majority of employees in Unit 6 rescind the fair share form of organizational security of this Agreement, all employees who are, or voluntarily become, members of CCPOA shall remain members of CCPOA, except that a maintenance of membership provision shall not apply to any employee who within thirty (30) days prior to the expiration of the MOU withdraws from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller.

ARTICLE IV STATE'S RIGHTS

4.01 Management Rights

- a. Except as expressly abridged by any provision of this Agreement, the State and the Departments reserve and retain all of their normal and inherent rights with respect to management of their affairs in all respects in accordance with their responsibilities, whether exercised or not, including, but not limited to, the rights to determine and, from time to time, to redetermine the number, location, and type of work forces, facilities, operations, and the methods, processes and equipment to be employed; the scope of services to be performed, the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; to discontinue conduct of their mission or operations in whole or in part; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this Agreement; to transfer work from or to, either in whole or in part, any of the work forces or facilities and locations; to determine the number, types and classification of positions or employees assigned to program or project unit; to establish and change work schedules, assignments and facilities locations; to hire, transfer, promote and demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees; to alter, discontinue or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient and economical operation of the Departments of Youth Authority and Corrections.
- b. The State has the sole authority to determine the purpose, mission and title of the Departments and the amount and allocations of the budget.

4.02 Employee Services

Employee services will continue unless eliminated or modified by management because of economic, program(s) or business-related reasons.

4.03 State-owned Housing

The State employer shall provide CCPOA with reasonable notice if state-owned housing rates or utility rates are to be increased and shall meet and confer with CCPOA over such increases.

ARTICLE V GENERAL PROVISIONS

5.01 No-Strike

- a. During the term of this Agreement, neither CCPOA nor its agents or any Bargaining Unit 6 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.
- b. CCPOA agrees to notify all of its officers, stewards and staff of their obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating this Section to return to work.
- c. The State may discharge, suspend, demote or otherwise discipline any employee who violates this Section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this Section.

5.02 Savings Clause

Should any provision of this Agreement be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

5.03 Protected Activity

- a. The State and the Union shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the Ralph C. Dills Act.
- b. The requested remedy for violation of this section shall be through the grievance and arbitration procedure contained in this Agreement, beginning at Step 2 of the grievance procedure. The employee and/or association shall have ninety (90) days from the act or occurrence of violation or knowledge of the violation to file this type of grievance at the departmental level.
- c. Should the grievance eventuate in arbitration, the Arbitrator's decision and award shall be final and binding on all the parties. The Arbitrator shall have full authority to grant any appropriate remedy; including, but not limited to, a remedy or award which a PERB Administrative Law Judge could grant.
- d. If the Lake Elsinore decision is overturned by the Courts, Public Employee Relations Board or the Legislature, then this section

may be re-opened.

- 5.04 Copies of the Memorandum of Understanding
- a. CCPOA will print, at CCPOA expense, sufficient copies of this Memorandum of Understanding to supply a copy to each Unit 6 employee. CCPOA will bulk mail sufficient copies to each institution, facility, camp and parole office at CCPOA expense.
 - b. Three (3) CCPOA job stewards at an institution with 200 or more Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on five (5) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. Three (3) CCPOA job stewards at an institution with less than 200 Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on three (3) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One CCPOA job steward or designee at each camp shall be given one (1) hour of "Official Business Time" on four (4) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One CCPOA job steward per parole region shall be given sixteen (16) hours of "Official Business Time" to travel throughout his/her region to distribute copies of the Memorandum of Understanding and answer questions regarding the contract.
 - c. The State employer may purchase copies of this Memorandum of Understanding from CCPOA at CCPOA's cost. Registered warrants will not be used to purchase said copies.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Purpose

- a. This grievance procedure shall be used to process and resolve formal written grievances arising under this Agreement and other employment-related formal written grievances.
- b. The purposes of this procedure are:
 - (1) To resolve formal written grievances informally at the lowest possible level.
 - (2) To provide an orderly procedure for reviewing and resolving formal written grievances promptly.

6.02 Definitions

- a. A "contract grievance" is a dispute between CCPOA and the State, or a dispute of one or more employees against the State, involving the interpretation, application or enforcement of the provisions of this Agreement. Only "contract grievances" have the potential to be arbitrated.
- b. A "policy grievance" (a non-arbitrable grievance) is a dispute between one or more employees against the State, or a dispute between CCPOA and the State involving the interpretation of a law, policy, rule or procedure involving employment-related matters not covered in this Agreement, not under the jurisdiction of the State Personnel Board, the contents of a Letter of Instruction (WID), the contents of a Performance Report, and alleged P.O.B.R. violations. Policy grievances may be processed

- only to the Director's level of this grievance procedure unless otherwise stated, and are not arbitrable.
- c. The following are merit system appeals under the jurisdiction of the State Personnel Board, and are not grievable or arbitrable under this Contract. Complainants or appellants are placed on notice that these following items should be appealed directly to the State Personnel Board unless an initial departmental appeals process has been spelled out in the Youth Authority Administrative Manual (YAM) or the CDC Departmental Operations Manual (DOM):
 - (1) Exam appeals
 - (2) Adverse Action appeals (Government Code Section 19570 et. seq.)
 - (3) Merit complaints
 - (4) Whistle-blower complaints
 - (5) Equal Employment Opportunity complaints (see the Youth Authority Administrative Manual or the CDC Departmental Operations Manual)
 - (6) Appointment appeals
 - (7) Withholds from Certification (background investigations)
 - d. As used in this procedure, the term "immediate supervisor" means the individual, identified by the appointing authority, who assigns, reviews and directs the work of an employee.
 - e. As used in this procedure, the term "party" means CCPOA, an employee or the State.
 - f. A "CCPOA representative" refers to an employee designated as CCPOA steward or a paid staff representative.
 - g. Grievances shall be filed on a mutually negotiated grievance form provided by the State, and made readily accessible at each and every institution, facility, camp and parole office.

6.03 Time Limits

- a. Each party involved in a formal written grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.
- b. If there has been no mutually agreed-upon time extension, failure to respond to the grievance within the specified time frames shall allow the grievant to file a grievance at the next level. If this occurs, the higher level must respond to the grievance and may not return it to a lower level.
- c. Where mass grievances are filed or arguably frivolous/redundant grievance activity is occurring, the State may temporarily freeze all grievance time frames and processing for those grievances alleged to be in this category. If the State is to invoke this section, the State shall contact CCPOA headquarters, prior to the freezing of the grievances, to arrange a meeting between the local CCPOA Chapter, CCPOA headquarters staff, institutional management staff, and departmental Labor Relations staff, to meet locally on these issues and/or problems associated with the frozen grievances.

This shall occur prior to the grievances being unfrozen and the time frames reinstituted. Once this meeting has occurred, the State has ten (10) working days to respond to the grievances.

6.04 Waiver of Steps

- a. The parties may mutually agree to waive the grievance procedure to the appropriate step for resolution.
- b. Where the lower level is able to resolve the issue or issues grieved, the grievance can be redirected from the higher level to the lower level without the higher level answering the merits of the grievance, but the lower level shall answer within the time frames allowed for the higher level, upon receipt of an expedited transmittal. If the grievant is dissatisfied with the lower level response, the grievance can then be advanced to the next level above the higher level which should have responded to the grievance, with a copy to the initial higher level.

6.05 Presentation

At any step of the grievance procedure, CCPOA may request that the State representative hold a grievance conference. If the State representative agrees to hold a grievance conference and a grievance conference is scheduled, the grievant may attend without loss of compensation.

6.06 Employee Rights

Each employee retains all rights conferred by Section 3512, et seq., of the Ralph C. Dills Act.

6.07 Application

The procedures of Article VI of the 1988-91 MOU shall continue through the end of October 1992. On November 1, 1992, the new Article VI procedure shall take effect. Follow-up meetings will be held during the months of January and March, 1993 between the State and CCPOA to discuss and evaluate the progress to date, of this grievance procedure.

6.08 Informal Discussion -- Step 1

- a. An employee grievance initially shall be discussed with the employee's involved supervisor within fifteen (15) work days of the alleged violation or after knowledge of same reasonably should have been acquired. The involved supervisor shall render an immediate response, if possible, or within five (5) work days if he/she requires further research.
- b. If it is clear that the supervisor does not have the authority to grant the grievance, he/she must so state this fact to the grievant immediately on the appropriate worksheet.
- c. The involved supervisor's resolution of the grievance at Step 1 shall be non-precedential.

6.09 Formal Appeal -- Step 2

- a. If a grievance is not resolved at Step 1 to the satisfaction of the grievant, a formal grievance may be filed no later than within five (5) work days of the decision at Step 1.
- b. However, if a CCPOA grievance is not initiated at Step 1, the grievance must be filed within fifteen (15) work days after the event or circumstances occasioning the grievance, or within fifteen (15) work days of the alleged violation or after knowledge of same

- reasonably should have been acquired.
- c. A formal grievance shall be initiated in writing on the mutually negotiated grievance form provided by the State, and shall be filed with the appointing power or designee. Upon filing of the written grievance, the institution or parole region shall assign the grievance a number in accordance with Appendix Item #2.
 - d. If the grievance is not in the scope of authority of the appointing power or designee to grant, the grievant's CCPOA Job Steward may file the grievance directly at Step 3 of the grievance process.
 - e. Prior to formally responding to the grievance, there shall be a grievance conference between the grievant (if not CCPOA), CCPOA and the appointing power or designee, subject to the provisions of Sections 6.03 and 6.04.
 - f. Within twenty (20) work days after receipt of the formal written grievance, the appointing power or designee shall respond in writing to the grievance as the first level of response. RDOs and observed holidays shall not count as work days. Decisions at this level are considered non-precedential.
 - g. A Step 2 grievance response shall be non-precedential, unless specified in a settlement or the response; and, if specified precedential, then shall only be precedential for that institution or region.
 - h. Regardless of who files the grievance, a copy of the grievance and said response shall be mailed by the appointing power or designee to the appropriate office of CCPOA and a copy hand delivered or mailed to the work address of the local CCPOA representative. The postmark date shall be determinative of the issuing date.
 - i. This shall be the final level of review for any grievance involving the contents of a Letter of Instruction (LOI) or Work Improvement Discussion (WID), placement on the extraordinary sick leave list, the contents of a performance appraisal, or an alleged P.O.B.R. violation.

6.10 Formal Appeal -- Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within fifteen (15) work days after receipt of the decision (at the appropriate regional CCPOA office by the appointing power or designee) to the Director or the Director's designee as the third level of appeal. If the Director or designee is the first level of appeal, the grievant may bypass Steps 1 & 2.
- b. Within fifteen (15) work days after receipt of the appealed grievance, the person designated as third level of appeal shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.
- c. This shall be the final level of review for all "policy" grievances in that they do not involve the interpretation, application or enforcement of the provisions of this Agreement.
- d. Regardless of who files the grievance, a copy of the grievance and said response shall be mailed by the appointing power or designee to the appropriate office of CCPOA.

6.11 Formal Appeal -- Step 4

- a. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within fifteen (15) work

- days after receipt of the decision to the Director of the Department of Personnel Administration or designee.
- b. Within twenty (20) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.
 - c. DPA and CCPOA agree to the principle of monthly settlement conferences of specific grievances received at the fourth level.

6.12 Arbitration

- a. Only grievances which involve the interpretation, application or enforcement of the provisions of this Agreement may be appealed to binding arbitration.
- b. Pursuant to subparagraph a. above, if CCPOA is not satisfied with the decision rendered in Step 4, only CCPOA may appeal the decision to binding arbitration. Such appeal shall be made by written demand within sixty (60) days to the Director of the Department of Personnel Administration or designee.
- c. Either party (the State employer or CCPOA) may waive the time limits specified herein and proceed to Step 4 in any case where either party alleges the other is proposing to take an action in violation of the provisions of this Agreement, which would result in irreparable injury, in so short a period of time as to disallow the other party from proceeding within said time limits. Within five (5) working days, the Director of the Department of Personnel Administration or designee shall respond. If there is no satisfactory resolution at Step 4, either party may appeal the grievance to arbitration by making written demand within ten (10) days to the Director of the Department of Personnel Administration or designee. Only grievances pursuant to subparagraph a., above may be so appealed. The arbitrator shall have the power to: (1) order the party initiating the grievance to abide by the time limits provided in this Article; or, (2) issue an order to the party proposing the action to temporarily defer the action. In the latter case, the arbitrator shall have the power to frame a decision provided it does not add to, delete, or alter any provisions of this Agreement, or any agreements supplementary thereto, but shall limit the decision to the application and interpretation of its provisions.

6.13 Selection of Arbitrator

- a. An impartial arbitrator shall be selected from a mutually agreed-upon standing panel of ten (10) arbitrators pre-selected by DPA and CCPOA legal staff. Selection for a particular arbitration shall be made by alternately striking names from the list of ten (10) until one name remains. Such remaining person shall be designated as the arbitrator. The first party to strike a name from the list shall be picked by lot. If any one of the parties refuses to alternately strike names from the standing list of pre-selected arbitrators within ten (10) days of the written demand to strike, the other party may petition a Superior Court to compel the other side to participate in the selection process.
- b. If at any time there are less than three (3) mutually agreed upon arbitrators empaneled, then either party may unilaterally seek a list of five (5) arbitrators from the American Arbitration

association or the California Mediation and Conciliation Service. Selection for that given arbitration shall be made by alternately striking names from the list of five (5) until one name remains. Such person shall be designated as the arbitrator. The first party to strike names from the list shall be determined by lot. If one of the parties refuses to alternately strike names from the provided list of five (5) within ten (10) days of the written demand to strike, the other party may petition a Superior Court to compel the other side to participate in the selection process.

- c. The State and CCPOA will use expedited arbitration unless agreed otherwise. Expedited arbitration is defined as:
 - (1) A requirement that the arbitrator selected render a written decision within sixty (60) calendar days of the conclusion of the hearing.
 - (2) No post hearing briefs unless mutually agreed by the parties.

6.14 Decision

- a. The decision of the arbitrator shall be final and binding.
- b. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, or any agreements supplementary thereto, but shall limit the decision to the application and interpretation of its provisions.

6.15 Arbitration Costs

The cost of arbitration shall be shared equally between the parties.

6.16 Re-opener

In May of each year, the parties shall meet to evaluate the functioning of Article VI to discuss whether it needs further adjustments.

ARTICLE VII HEALTH AND SAFETY

7.01 Health and Safety Grievance Procedure

- a. It is the policy of the State employer to provide reasonable safeguards for the protection of the health and safety of all employees.
- b. To this end, the parties agree that it is in their mutual best interest to endeavor to make the worksite as free from immediate danger to the life, safety or health of employees as the nature of the employment permits.
- c. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties.
- d. Nothing in this procedure shall be interpreted as an authorization to fail to follow orders or instructions. Departmental orders and State policy require that orders be obeyed promptly even where inherent risk is involved or where the employee does not personally agree with the order.
- e. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes a danger to their safety and health.

- f. Health and safety issues under this process would include such matters as:
- (1) Unsafe structural conditions;
 - (2) Defective or unsafe mechanical equipment;
 - (3) Defective or unsafe electrical equipment;
 - (4) Health and environmental hazards, including but not limited to contaminated bio-fluids;
 - (5) Vector control; and,
 - (6) Violation of acknowledged custodial rules or procedures which would constitute a danger to the safety of the employee, worksite or the public.
- g. Steps
- (1) Any employee who experiences or observes any condition that may constitute or be considered a danger to the life, safety or health of staff shall immediately consult his/her first level or involved supervisor. The first line supervisor or involved supervisor shall render an immediate response, if possible, or within four (4) hours if he/she requires further research. The supervisor's resolution of the grievance shall be non-precedential.
 - (2) After the employee and the supervisor have discussed the issue, the employee may submit a written health and safety grievance directly to the Warden/Superintendent/Regional Administrator or the designee after having the supervisor initial the grievance as having reviewed and discussed the issue with the employee. The employee shall define in writing why he/she feels that a particular health and safety grievance presents an immediate threat of great bodily injury or loss of life, or a serious breach of security as defined in paragraph f.(6) above. Management may reclassify a health and safety issue to a "Health and Safety Concern" when there is not an immediate threat of great bodily injury or loss of life, or serious breach of security as defined in paragraph f.(6) above. If management makes such a reclassification, then the management shall clearly state in writing why the grievance did not constitute an immediate threat of great bodily injury or loss of life or did not constitute a serious security breach. When this occurs, the Warden/Superintendent/Regional Administrator will issue a decision within three work days. The employee or a local CCPOA representative shall promptly be advised which time frame will be applied. When determining the grievance classification care and conservative judgement must apply. If doubt exists, the 4-hour time frame shall apply. If the issue being grieved does not constitute an immediate threat of great bodily injury or loss of life, or a serious breach of security as defined in paragraph f.(6) above, then CCPOA and the State may jointly refer the grievance to the Joint Labor/Management Committee as provided in Section 7.02 k., the Warden/Superintendent/Regional Administrator will issue a decision within three (3) work days of receipt of the recommendation from the Joint Labor/Management Committee. If the issue is not clearly a health and/or safety matter, the grievance will be promptly returned to the employee for processing through the regular grievance procedure.
 - (3) If the employee is dissatisfied with the decision of

the Warden/Superintendent/Regional Administrator, he/she may appeal in writing directly to the Office of the Director which shall be the final step of this procedure. The appeal must be mailed within three (3) work days of receiving the response from the Warden/Superintendent/Regional Administrator or designee or the Joint Labor/Management Committee. The Director or his/her designee shall respond to the health and safety grievance within three (3) work days of receiving the written, faxed grievance. This shall be the final step to this procedure, and should be considered an exhaustion of administrative remedies.

- (4) If the grievance is not satisfied with the Director's level of response, the grievant may appeal the matter to CAL OSHA.
- (5) If the Director's office rules that a safety grievance is not a genuine safety grievance or denies a remedy as a safety grievance, CCPOA may, within fifteen (15) work days of receipt of the notice of denial, refile the grievance under a different contract section starting at the second level.
- h. Nothing in this Section shall be construed to diminish in any way the obligation of employees during the performance of their duties, as to the health and safety of any person.

7.02 Joint Labor/Management Safety Committee

- a. The State shall attempt to provide a reasonably safe and healthy work environment for State employees. CCPOA agrees that it shares responsibility for this effort, as do all State employees.
- b. Recognizing this responsibility the parties agree to establish a Joint Labor/Management Safety Committee at each institution and where appropriate, each parole region and Youth Authority camp.
- c. Each Joint Labor/Management Safety Committee may consist of one member from each bargaining unit represented at each institution, or when appropriate, parole region or Youth Authority camp. If a safety committee already exists, CCPOA shall have one representative on that committee.
- d. Any Unit 6 employee designated by CCPOA as representative to the Safety Committee shall suffer no loss of regular pay as a result of attendance at such meetings; however, no overtime compensation will be paid. Normally, meetings will be scheduled Monday through Friday, between the hours of 8 a.m. to 5 p.m.
- e. Meetings of the safety committee shall be held a minimum of once each quarter, with a goal of meeting once each month, upon receipt of written agenda items from any committee member. Agenda items shall be delivered or mailed, at least five (5) days prior to the meeting day, to the Warden/Superintendent/ Regional Administrator, or his/her designee.
- f. The Warden/Superintendent/Regional Administrator or his/her designee shall serve as chairperson of the Joint Labor/ Management Safety Committee, and be responsible for scheduling meeting dates, times, and locations.
- g. The Joint Labor/Management Safety Committee shall meet, identify and discuss safety issues, make recommendations, promote safety and encourage all employees to be more safety conscious. Security is an appropriate topic of discussion if it impacts on employee safety.
- h. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are

an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. It is not the intent of this section to prevent full discussion of proposed remedies to any safety hazard or risk which is an ordinary characteristic of the work or is ordinarily associated with the performance of an employee's responsibilities and duties. This shall include the opportunity of either party to discuss those Health and Safety Grievances which cite concerns other than a clear and present danger.

- i. Nothing herein shall prevent CCPOA from requesting a meet and confer on a safety issue.
- j. If minutes of the Safety Committee meeting are taken, a copy shall be provided to the CCPOA representative on the Committee.
- k. The Joint Labor/Management Safety Committee shall, at its regularly scheduled meetings, review and make recommendations for the responses to safety grievances referred to it. Recommendations to the second level reviewers of the Health and Safety grievance procedure shall be within a reasonable period of time, but not to exceed thirty (30) days from the initial review of the Committee.
- l. The State shall familiarize all members of the Joint Labor/Management Safety Committee with respect to SB-198.

7.03 Emergency Care

- a. Whenever an employee receives an on-the-job injury, or becomes seriously ill and requires immediate attention, the employer shall make his/her best efforts to immediately obtain or provide appropriate first-aid or medical care. If immediate hospitalization is required, the State shall take the employee to the nearest hospital facility which is able to render the appropriate treatment and care in the most expeditious means available.
- b. The gathering of evidence shall not take precedence over the provision of prompt medical treatment for the employee.
- c. At each facility there will be a staff person on duty at all times who is authorized to call for an ambulance where necessary for emergency medical reasons.
- d. Where procedures are not currently so established, each State facility shall establish procedures for the prompt evacuation and/or transportation of injured employees. The State agrees to work with CCPOA through local Health & Safety Committees in the development or review of contingency plans or procedures for providing emergency care, particularly in those locales where ambulance service is not readily available for the institution.
- e. Each institution, facility or camp shall maintain at least one vehicle in good operating condition for the purpose of transporting injured employees if necessary.
- f. If circumstances permit, the employee's personal choice of physician or medical facility will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- g. As circumstances permit, the Chief Job Steward shall be notified when a job related injury or illness requires an employee to leave the institution for treatment.

7.04 Report of Injury

At all times, supervisors of all Unit 6 employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to any Bargaining Unit 6 employee. The supervisor shall provide the employee with a copy of the completed "Report of Injury" form.

Any injury suffered by a Unit 6 employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

7.05 Referral of Staff Assaults

a. With the consent of the Unit 6 employee, the Department shall take pictures, as soon as is reasonably possible, of all visible staff injuries which are the result of a ward/inmate assault and/or battery. The photographs will be included as part of the incident file.

b. The Departments shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on a Bargaining Unit 6 employee to the appropriate prosecuting authority.

7.06 Safety Equipment (Institutions & Camps)

- a. The State is committed to providing peace officer protective and safety equipment for the personal protection of its Unit 6 employees, taking into consideration the various work environments and the inherent risks of various job assignments.
- b. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment. Protective equipment may include such items as: Department issued badges, handguns, batons, handcuffs, holsters, cases, chemical agents, riot helmets, gas masks, personal alarm devices and CPR masks; for camps, it may include nomex and helmets.
- c. The Department of the Youth Authority (CYA) shall issue a personal alarm device to each CYA Correctional Peace Officer assigned to institutions. CYA shall issue mace and handcuffs to each member of the security staff as defined by management. Additionally, the Department of the Youth Authority shall issue mace and handcuffs to all Youth Counselors. The Department of the Youth Authority shall insure that all Unit 6 staff receive the necessary chemical and/or physical restraint training as required either by the Penal Code or by the Department's Administrative Manual.
- d. The Departments shall issue handcuffs to those on-duty peace officers in positions requiring regular and frequent inmate contact and control responsibilities. As an alternative, the handcuffs shall at least be available in close proximity to such posts to prevent delays in the designated peace officer from securing handcuffs.
- e. All ammunition issued to Unit 6 employees shall be in appropriate ammunition pouches for purposes of access and safety.
- f. The CDC shall continue providing personal alarm device systems for various Unit 6 employees.
- g. Side-Handle Batons:
 - (1) Department of Corrections
 - a) Each CDC Correctional Officer shall receive training in the use and certification of a side-handle baton, as well as annual recertification training, except for those

- assigned to Camps, Community Correctional Facilities, and Parole Regions.
- b) The description, use, training, reporting requirements and authorization relating to batons shall comply with the provisions specified in the Department Operations Manual, beginning with Section 55050.18.1, and Administrative Bulletin 89/01.
 - c) In all Level II, III and IV male facilities, the side-handle baton is authorized for routine issue to Correctional Officers assigned to administrative segregation units, Security Housing Units, Special Emergency Response Teams (SERT), security squads, transportation teams, search and escort positions, escape pursuit details, inmate living units (floor), yards, vocational/educational areas, Industries, Culinaries, Condemned Units, the correctional division at Patton State Hospital and any additional position deemed necessary by the warden. Each warden shall also designate secure areas for the location of batons for emergency response.
 - d) In female facilities, the side-handle baton is authorized for routine use by Correctional Officers assigned to administrative segregation units, Security Housing Units, Special Emergency Response Teams, security squads, transportation teams, escape pursuit details, Condemned Units and any additional position deemed necessary by the warden. Each warden shall also designate secure areas for the location of batons for emergency response.
- (2) Department of the Youth Authority
- a) The Department of the Youth Authority shall provide training in the use and certification of a side-handle baton, as well as annual recertification training for each uniformed peace officer assigned to a post designated for a side-handle baton.
 - b) The Department of the Youth Authority shall issue a side-handle baton to all Group Supervisors at the following adult institutions: N.A. Chaderjian, Youth Training School, Central Security at NCYC, and at Preston in those units that contain adults until such time all adult wards are transferred from Preston. Side-handle batons shall be issued to those employees working the following positions:
 - i) At maximum security living units.
 - ii) To search and escort transportation positions.
 - iii) To members of tactical teams (TACT) when carrying out those duties of the team.
- h. CDC shall continue to install its new 800 Mhz system in all institutions.
- i. Protective Vests
- (1) Individually fitted protective vests shall be issued to all Unit 6 employees working in any lock up unit (such as, but not limited to SHUs, MCUs, PHUs, EHUs, Administrative Segregation Units, Tamarack, Taft, Inyo, ten bed lockdown at Karl Holton, O & R Companies, Cambria Unit, and N.A. Chaderjian).
 - (2) As additional protective vests become available they shall be offered to Unit 6 employees working in level IV facilities

- first, then level III, then level II, then level I.
- (3) Each employee issued a vest shall also be issued two covers.
 - (4) Protective vests need not be issued to Correctional Peace Officers whose duties do not normally require inmate contact.
 - (5) If an employee is issued a protective vest, the employee shall be required to wear the vest while on duty. Failure to wear the vest on duty under the prescribed conditions may result in adverse action against the employee.
 - (6) As the present protective vests are replaced, the State shall replace them with individually fitted protective vests that are lighter and at least as flexible as the present protective vests, and which will meet all the present standards.
- j. When the protective equipment is issued, the peace officer shall properly wear and maintain the equipment according to the State's policies and procedures. All peace officer protective equipment provided to employees shall remain the property of the State. Items lost or damaged due to negligence of the employee shall be replaced by the employee at the employee's expense. Items which through normal wear and/or damage not due to the negligence of the employee, shall be replaced by the State.
 - k. Each Youth Counselor on post and actively supervising wards shall remain in visual, telephonic or radio contact with one other correctional peace officer. Both parties agree that program areas covered by frequency modulated or ultrasonic personal alarm devices are exempt from the requirement unless local policy mandates otherwise. Existing policy at local facilities concerning Youth counselor security equipment and ward supervision will remain intact.

7.07 Safety Equipment--Escapes/Escorts

- a. The State shall determine the protective and safety equipment to be issued to Unit 6 employees who are assigned to escape duty or escort/transportation duty. This equipment may include firearms, mechanical restraints, chemical restraints, communication devices, badges, distinguishable clothing, CPR masks, protective vests, and other equipment deemed necessary by the Departments.
- b. CYA Transportation Officers and Dog Handlers shall also be issued firearms.
- c. Transportation Officers escorting on out-of-state trips, and not in uniform, may purchase and use a belt badge during such trips.
- d. CDC and CYA vehicles dedicated for transportation of inmates/wards shall contain a radio or cellular telephone capable of communicating with the California Highway Patrol.
- e. CDC shall develop standard procedures governing the arming of Correctional Peace Officers who provide security coverage at local community hospitals for all Level III & IV inmates, and specifically identified Level II inmates by November 1, 1992. CDC will share this policy with CCPOA prior to implementation.

7.08 CDC and CYA Field Parole Agent Safety Equipment and Procedures

- a. The Departments shall provide or otherwise make available to Field Parole Agents necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual Parole Agent's request, subject to the mandatory arming policies of the Departments, this shall also include

Department-issued weapons, ammunition carriers, holsters, handcuff cases and waist chains. Employees issued safety equipment will be required to comply with the policies, rules and directions of the respective Departments.

- b. Each Parole Agent assigned a State-owned vehicle shall also be assigned standard emergency equipment which includes such things as flashlight (all future-purchased flashlights shall be a metal "mag"-type light with dead-man switch), first-aid kit, blanket, reflectors, jumper cables, and CPR masks with a one-way valve.
- c. The safety equipment at each parole unit shall include two full sets of restraint gear.
- d. HIV-infected parolee:
 - 1. The State will make available to all parole unit offices, department-approved protective clothing to be used as needed by Parole Agents upon request. Disposable protective clothing will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask and any other protective equipment deemed appropriate by the Department.
 - 2. The Department will continue to provide Parole Agents updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.
 - 3. The Department will provide to each parole unit, and update as needed, a listing of the designated CDC Chief Medical Officers for each institution.
- e. The State will provide each Parole Agent in CDC and in CYA with an appropriately-sized protective vest/soft body armor. All newly-purchased vests shall minimally be able to stop a 9MM bullet. Each Parole Agent shall adhere to the rules, policies, and directives of the State in the use, carrying, wearing and maintenance of the individually assigned protective vest/soft body armor.
- f. The State shall provide each Parole Agent a "ready bag" suitable for storing the individually assigned protective equipment.
- g. The Departments agree, in principle, to the provision of a radio or cellular telephone to each Field Parole Agent. The Department shall provide by December 31, 1992, at least four (4) portable hand-held radios or cellular telephones for each parole unit; at least two of which shall be portable hand-held radios for use during planned arrests. Each Department shall make best efforts to expeditiously and quickly bring on line all radios it purchases for Parole Agent use. The Departments further agree to make best efforts to pursue through fiscal augmentation requests, the acquisition of additional radios or cellular telephones and to make their best efforts to secure approval. CCPOA shall have a Department employee/CCPOA representative to assist in the study, acquisition and provision of this equipment. This employee shall suffer no loss of regular compensation while participating in the process.
- h. In order to meet the short-term and long-term communication needs of Parole Agents, the State shall meet with a CCPOA representative to explore and identify the options for acquiring an integrated system of mobile communication devices and capabilities.
- i. Each CDC and CYA Parole Agent hired before January 1, 1988, may choose to not carry the departmentally-authorized weapon, the

optional, personal 9MM semi-automatic pistol or .38 caliber revolver.

All Agents hired after January 1, 1988, shall carry either the departmentally-issued weapon, a personal, departmentally-approved 9MM, semi-automatic pistol, or a personal, departmentally-approved .38 caliber revolver, and ammunition .

- j. An Agent wishing to carry a personal, departmentally-approved 9MM semi-automatic pistol, or a personal, departmentally-authorized .38 caliber revolver must comply with Section 8.03 of this MOU. Additionally, the Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the personal 9MM or personal .38 caliber weapon. These weapons may only be carried in the properly designated holster(s) which have been approved by the Department. The Agent shall also carry only departmentally-issued ammunition. Participation in this Program is voluntary. Prior to participation the Parole Agent must sign the "Participation Agreement".
- k. Parole Agents shall be allowed to use CDC and CYA ranges for off-duty practice with either the State-issued weapon, the agent's own 9MM weapon, or the agent's own .38 caliber revolver, pursuant to Section 17.02.
- l. The Departments shall develop protocols for handling hazardous waste, and adequately train each Parole Agent in the protocol. The State shall provide each Parole Agent with a portable hazardous waste disposable unit that would be carried in the Parole Agent's vehicle, and on the Parole Agent's person during the searches. Additionally, each Parole Agent unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.

7.09 CYA Living Unit

The existing practice concerning hand-held radios shall continue at each facility/institution.

- a. Each living unit will be assigned at least one hand-held radio, with the necessary charging equipment.
- b. The State will arrange to have enough radios available so that during each movement away from a living unit the Youth Counselor assigned to that movement can be issued a hand-held radio.

7.10 Communicable Diseases

The Department, management and the CCPOA will participate in a joint labor-management committee consisting of CCPOA members to review, discuss and recommend guidelines and training for communicable diseases. The guidelines will include criteria for determining when vaccines for communicable diseases shall be made available to Unit 6 employees. Guidelines for determining when TB and Hepatitis B vaccine shall be administered, shall be completed and implemented by December 31, 1992. This committee shall hold its first meeting within sixty (60) days following the ratification of this Agreement. The CCPOA members shall be given State time to work on this committee.

ARTICLE VIII TRAINING AND CAREER DEVELOPMENT

8.01 Out-Service Training

- a. The State employer agrees to reimburse Unit 6 employees for expenses incurred as a result of satisfactorily completing out-service training or education courses required and approved by the Department. Such reimbursement shall be limited to:
 - (1) Tuition and/or registration fees;
 - (2) Cost of course-required books;
 - (3) Transportation or mileage expenses;
 - (4) Toll and parking fees; and,
 - (5) Lodging and subsistence expenses.Reimbursement for these expenses shall be in accordance with the Business and Travel Expense provision of this Agreement.
- b. If the State agrees with a Unit 6 employee's participation in non-required, career-related out-service training, the State employer shall reimburse the employee for up to fifty percent (50%) of tuition and course-required books, within institution/facility/region budgetary limitations. This reimbursement shall be made only after the employee has satisfactorily completed the training. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- c. An employee who does not satisfactorily complete a training course as in a. or b. above, shall not be eligible for reimbursement for expenses and shall agree to return any advance payment received.
- d. An employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
 - (1) At the convenience of the State, provided that the employee has satisfactorily participated during the training; or,
 - (2) Because of death, prolonged illness, disability or other similar eventuality beyond the control of the employee.
- e. The parties agree that training on rape prevention and sexual harassment awareness are appropriate subjects for high priority consideration.

8.02 Release Time for State Civil Service Examinations and Interviews

- a. Upon giving reasonable advance notice, but no less than two (2) days, to his/her supervisor, an employee otherwise qualified shall be permitted to participate in a State Civil Service Examination during the employee's work hours if the examination is scheduled during such a period.

The employee participating in a State civil service examination shall be allowed up to four (4) hours of official business time to travel to and from the examination. If he/she requires more travel time, the employee will be allowed to use a reasonable amount of either accrued vacation credits, CTO credits, or holiday time.
- b. Upon giving reasonable advance notice, but no less than two (2) days the State shall accommodate a shift change request from an employee who is scheduled to work first watch on the day of the examination, or from an employee who is scheduled to work third watch the day before the examination and the examination is scheduled to begin earlier than 10 a.m.
- c. Employment interviews for eligibles on employment lists shall be considered part of the examination process for purposes of this section; and shall also be entitled to the travel time provisions

in paragraph a. above.

- d. The employee will be allowed to burn a reasonable amount of either accrued vacation credits, CTO credits, or holiday credits to attend interviews for lateral transfers.

8.03 CDC Parole Agent/CYA Field Parole Agent Training

- a. All personnel subject to PC 832 training, shall successfully complete the weapons qualifications course mandated at the Parole Agent Academy.
Standards shall be consistent with the Penal Code and include quarterly range re-qualification/familiarity requirements pursuant to departmental policy and JAC guidelines.
- b. The Agent shall be allowed to drive his/her State vehicle to and from any range training, and be allowed to transport his/her personally owned, departmentally-approved 9MM semi-automatic pistol or .38 caliber pistol.
- c. Voluntary 9MM and .38 caliber Program:
 - (1) Parole Agents may choose the option to carry a personal 9MM semi-automatic and ammunition, or a personal .38 caliber pistol, the make and model as authorized by the Department. An agent wishing to carry a 9MM or .38 caliber pistol may do so only after having successfully completed the JAC approved departmental instruction course. The agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the 9MM or .38 caliber weapon. This weapon may only be carried in the departmentally approved holster(s).
 - (2) Participation in this program is voluntary. Prior to participation the Parole Agent must sign the "Participation Agreement".
 - (3) The Agent shall attend the prescribed initial training program on his/her own time. Subsequent range training shall be on State time, but shall not cause the State to incur overtime costs. All subsequent attempts by the Agent to re-qualify, after each routine quarterly re-qualification try--or other training ordered by the range master--shall be on the Agent's own time.
 - (4) The Agent shall be required to purchase sufficient departmentally-approved ammunition necessary to initially qualify on the optional weapon as well as any ancillary equipment. The Departments will provide ammunition for required re-qualification after the initial successful personal 9MM or personal .38 caliber weapon qualification.
 - (5) The Agent shall carry only departmentally-issued ammunition for on-duty use of the optional weapon.
- d. Working within budgetary and workload constraints, crisis intervention, self-defense, arrest procedures, and drug detection and identification training shall be provided annually.
- e. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to re-qualify as soon as possible. Any Parole Agent who fails to achieve a qualifying score within the quarter will surrender the firearm to the Regional Administrator or designee. If a Parole Agent, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the Parole Agent shall be placed on leave

without pay for no longer than two (2) months until said Parole Agent qualifies. Failure to qualify during this period of time will result in the Parole Agent being separated from State service pursuant to Government Code Section 19585, or other applicable Government Code Section(s). However, the employee shall receive at least seven (7) days' written notice of separation from State service if personally served, and at least ten (10) days' written notice, if served by mail.

8.04 MTA Training and License Renewal

- a. The State agrees to reimburse MTAs for the actual costs of renewing their professional license. Nothing in this section shall be construed to relieve MTAs of any requirement to maintain professional licenses, certificates, registrations, etc.
- b. The State agrees to reimburse MTAs, who with prior approval of the appointing power, have incurred expenses as a result of satisfactorily completing continuing education courses approved by the Department and required to maintain a current licensure or continuing education requirements. Such reimbursement shall be limited to tuition and/or registration fees and cost of course-required books.
- c. MTAs attending continuing education courses as outlined in paragraph b. above shall be granted reasonable time off, not to exceed twenty-four (24) hours per fiscal year, without loss of regular pay to attend continuing education courses scheduled during their normal working hours.
- d. The departments will assure at least sixteen (16) hours of C.E. time will be available per fiscal year.

8.05 Apprenticeship Program

DEPARTMENT OF CORRECTIONS/
DEPARTMENT OF THE YOUTH AUTHORITY
JOINT APPRENTICESHIP COMMITTEE

- a. Purpose and Policy
The parties hereto declare it to be its purpose and policy to establish an organized, planned system of apprenticeship, conducted as a joint labor and management departmental undertaking. These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade defined herein, to become effective upon their approval.
- b. Trades

Correctional Officer	Dot: 372.667 018
Correctional Counselor	045.107 03J
Parole Agent, CDC	195.167 030
Parole Agent, CYA	195.167 03A
Medical Technical Assistant	079.367 010
CYA Casework Specialist	045.107 01A
Youth Counselor	045.107 010
Group Supervisor	195.164 010
Correctional Firefighter	373.364 010
- c. Organization
There is hereby established the above named apprenticeship committee, covering the State of California consisting of six (6) members, three (3) of whom shall be selected by and represent the

State Department of Corrections and Department of Youth Authority signatory hereto, and three (3) of whom shall be selected by and represent the employee organization signatory hereto. In addition thereto, there shall be one advisor from the local school district and one apprenticeship consultant representing the Division of Apprenticeship Standards, State Department of Industrial Relations, and such other advisors as the committee shall determine. Such advisors shall act without vote.

d. Jurisdiction

These standards shall apply to the Department of Corrections, Department of Youth Authority and employee organization signatory hereto, their members, to other departments who subscribe hereto or who are party to a Memorandum of Understanding with an employee organization signatory hereto, and to all apprenticeship agreements hereunder.

e. Functions

The functions of the apprenticeship committee shall be to:

1. Develop an efficient program of apprenticeship through systematic on-the-job training with related and supplemental instruction and periodic evaluation of each apprentice;
2. Make periodic evaluation of the progress of each apprentice's on-the-job training and related and supplemental instruction;
3. Serve in an advisory capacity with the Department and employees in matters pertaining to these standards;
4. Aid in the adjustment of apprentice disputes;
5. Develop fair and impartial selection procedures and an affirmative action plan in accordance with existing laws and regulations, and to apply them uniformly in the selection of apprentices for apprenticeship in accordance with the State Personnel Board Rules and Regulations. The selection procedures and affirmative action plan (addendum to standards) are attached hereto.

f. Responsibilities

The responsibilities of the apprentice committee shall be to:

1. Supervise the administration and enforcement of these standards;
2. Adopt such rules and regulations as are necessary to govern the program provided, however, that the rules and regulations do not conflict with these standards;
3. File a signed copy of each apprentice agreement with the Secretary of the California Apprenticeship Council, with copies to all parties to the agreement;
4. Establish and maintain a record system for on-the-job training and related instruction;
5. Provide disciplinary procedures for apprentices;
6. Adopt changes to these standards, as necessary, subject to the approval of the parties hereto and the Administrator of Apprenticeship and the Department of Personnel Administration; and,
7. Use every effort to keep the apprentice employed in a reasonably continuous manner and adequately instructed.

g. Definition of an Apprentice

An apprentice is a person at least 21 years of age, who is engaged in learning a designated trade of Correctional Peace Officer and who has entered into a written Apprentice Agreement under the provisions of these standards.

h. Duties of an Apprentice

Each apprentice shall satisfactorily perform all work and learning assignments both on-the-job and in related instruction and shall comply with the rules, regulations and decisions of the apprenticeship committee.

i. Apprentice Agreement

1. Each apprentice agreement shall conform to the State law governing apprentice agreements, and shall be signed by the Department or by the apprenticeship committee and by the apprentice and must be approved by the apprenticeship committee.
2. Each apprentice shall be furnished a copy or be given an opportunity to study these standards before indenture. These standards shall be considered a part of the apprentice agreement as though expressly written therein.

j. Termination and Transfer of Agreements

1. During the probationary period, an apprentice agreement may be terminated by the apprenticeship committee at the request in writing of either party; after such probationary period, an apprentice agreement may be terminated by the Administrator by mutual agreement of all the parties thereto or canceled by the Administrator for good and sufficient reason in accordance with the Department of Personnel Administration Rules and Regulations.
2. If the Department is unable to fulfill its obligations to train under any apprentice agreement or in the event of a layoff, the apprenticeship committee may, with the approval of the Administrator, transfer such agreement to any other department if the apprentice consents and such other department agrees to assume the obligation of said apprentice agreement.

k. Related and Supplemental Instruction

1. Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction which will be not less than 144 hours per year, or 288 hours in two years.
2. There shall be no overtime paid for related and supplemental instruction at the Academy.

l. Lay-Offs

If for any reason a lay-off of an apprentice occurs, the apprentice agreement shall remain in effect unless canceled by the Administrator.

m. Controversies

All controversies or differences concerning apprentice agreements which cannot be adjusted locally by the apprenticeship committee or otherwise, or which are not covered by Memorandum of Understanding among the parties hereto, shall be submitted to the Administrator for determination in accordance with the Department of Personnel Administration Rules and Regulations.

n. Term of Apprentice Training

The term of training shall be 3700 hours; the first 1500 hours extending over not more than 9 months, shall be a tryout or probationary period.

o. Ratio

The Department may employ one apprentice when at least one Correctional Peace Officer is regularly employed, and one additional apprentice for each three additional Correctional Peace Officers. All exceptions to this Article must be authorized by the Joint Apprenticeship Committee.

- p. Wage Schedule
 - 1. An apprentice shall be paid not less than the percentages and rates contained in the current contract between the State and the exclusive bargaining representative for Bargaining Unit 6. The wage schedules by occupation are listed in Article XVI, 16.01.
 - 2. Straight time hours per day 8, per week 40.
 - 3. Overtime provisions: Per Memorandum of Understanding, Department of Personnel Administration Rules and Regulations, and Section 8.05 k.(2) of this Agreement.
 - 4. Other Compensations:
 - Effective date: July 1, 1987
 - A. Health & Welfare -Paid)
 - B. Pension -Paid)
 - C. Vacation -2 weeks)
 - D. Dental -Paid)
 - E. Holidays -13 days)Per Memorandum of Understanding & Department of Personnel Administration Rules and Regulations
- q. Work Training
 - 1. The Department shall see that all apprentices are under the supervision of a qualified Correctional Peace Officer or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled Correctional Peace Officer, proficient in all the work processes of the Correctional Peace Officer as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the occupation.
 - 2. The major work processes in which apprentices will be trained (although not necessarily in the order listed) and the approximate hours (not necessarily continuous) to be spent on each are spelled out in a separate document.
- r. Safety and Health

Each apprentice shall receive training and education in first aid, safe working practices and in the recognition of occupational health and safety hazards.
- s. Certificate of Completion
 - 1. Upon evidence of satisfactory completion of apprentice training and upon the recommendation of the apprenticeship committee, each apprentice will be issued a Certificate of Completion by the authority of the California Apprenticeship Council.
 - 2. In recognition of unusual ability and progress, the apprenticeship committee may decrease the term of apprentice training for an individual apprentice not more than twelve-and- one-half (12-1/2) percent.

8.06 Research Projects

By requesting through the Warden/Superintendent/Regional Administrator, and with the approval of the Department Director, a Unit 6 employee may use State facilities for the purpose of conducting research when the employee is pursuing continuing education credits, is involved in a research project, or is involved in other Department-approved training. The employee shall provide a project outline indicating the purpose and scope of the project.

The employee may request information as to whether or not the Department is conducting research on a specific subject matter. The use of State facilities shall not result in increased costs to the State nor shall the rights of clients, patients, inmates, wards, or students be compromised.

8.07 Field Training Officer Re-opener

- a. CYA and CCPOA shall form a labor/management committee to develop a proposed pilot Field Training Officer (FTO) program for Youth Counselors and Group Supervisors by April 2, 1993.
- b. CDC and CCPOA shall form a labor/management committee to develop a proposed pilot FTO program for Correctional Officers by April 2, 1993.
- c. The labor/management committees will address all aspects of the proposed pilot project, including but not limited to the selection/examination criteria for the FTO; the qualifying experience of the applicants to be an FTO; the rotation of apprentices through the FTO's designated area, or rotation of the FTO to the apprentice's work area; and whether designation of the FTO as a lead person would be feasible, as well as any proposed incentives.
- d. Any proposed pilot FTO program will be reviewed and approved by the JAC. If major money issues arise, those issues must be brought to the main table for subsequent negotiations. The proposal shall work within the parameters of the MOU.

8.08 Youth Counselor Out-Service Training

The State employer agrees to reimburse Youth Counselors for expenses incurred as a result of satisfactorily completing out-service training or education courses required and approved by the Department consistent with Article VIII, Section 8.01 of this Memorandum of Understanding.

8.09 Class II Driver's License

When the Departments of the Youth Authority, Mental Health, or Corrections determine that a Unit 6 employee needs to obtain a Class II vehicle license, the Departments shall provide the required certification and medical examination. Employees requiring a Class II vehicle license will incur no out-of-pocket expenses to obtain the license. If the Department cannot provide the medical examination, the State shall reimburse the employee for any deductible or fee that the employee may be charged by the physician for conducting said examination, provided the employee has prior approval by the appointing authority or designee to have an on-departmental physician conduct the exam. The Department shall provide the appropriate vehicle for the Class II examination.

8.10 MTA Training

- a. The State may recruit prospective Medical Technical Assistants while they are attending LVN school, provided that the prospective Medical Technical Assistant successfully obtains an LVN license and either obtains an EMT-IA certificate or completes one year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet the one-year requirement) prior to employment. The Department and the CCPOA recognize that the acceptance of the EMT-IA certificate cannot be implemented until

incorporated into the class specification by the State Personnel Board. The State shall do everything to expedite acceptance of the EMT-IA certificate being incorporated into the class specification by the State Personnel Board.

- b. The State and CCPOA mutually agree to approach the Joint Apprenticeship Committee to require all newly-hired Medical Technical Assistants, who are not already EMT-IA certified, to complete, on their own time, the EMT-IA certification as part of his/her apprenticeship program as an MTA. The State and CCPOA mutually agree that these requirements will be dropped if Fair Labor Standards Act requirements impose upon the State an obligation to pay Medical Technical Assistants for any time used to obtain the EMT-IA certificate.
- c. In order to address other licensing and training issues associated with the proposed change in MTA minimum qualifications, the CDC and CCPOA will participate in joint labor/management discussions. The discussions will focus on the problems and effects associated with the adoption of the EMT-IA minimum requirement and will include the issue of training for existing employees in MTA positions. In addition to the above paragraphs, it is the intention of the joint labor/management discussions to prepare recommendations by March 31, 1993, on methods to fully implement the EMT-IA certification into all MTA positions within CDC's hospitals and infirmaries. The number of CDC and CCPOA representatives to participate in the MTA EMT joint labor/management committee shall be mutually agreed upon between the parties. Employees participating on the committee shall not suffer loss of compensation.
- d. Until such time that CDC or CYA are approved to be their own EMT-IA licensing agency, those MTAs who transfer to a different institution in another county which does not recognize his/her certificate, will have one (1) year, using his/her own time, to obtain EMT-IA certification in their new work location.
- e. By January 1, 1993, the CDC and/or CYA will submit a request to the Office of Emergency Services to authorize the CDC and/or CYA as its own EMT-IA licensing agency.
- f. The State and CCPOA agree that both shall approach the LVN licensing board about extending the period of time in which to have possession of an LVN license from six months to one year.

8.11 Funding for JAC

The State and CCPOA shall form a joint labor/management sub-committee under the aegis of the JAC to study potential funding sources for the Joint Apprenticeship Committee. This sub-committee shall have its report prepared by January 31, 1993.

ARTICLE IX PERSONNEL

9.01 Probation and Annual Performance Reports

- a. While in the process of completing the annual performance report or the final probationary report, each employee's supervisor shall personally meet with each employee to review the report, and any notes and documents in the file pertaining to the report.
- b. An annual performance report shall only cover the immediate

- twelve months prior to the issuance of the report.
- c. At the time an employee signs his/her probationary or annual performance report, a copy will be provided to the employee.

9.02 Supervisory File

Except when a rejection on probation or an adverse action is being prepared, the notes and documents which were used in preparing the report, or which have time limitations which have lapsed, shall be removed upon expiration of the grievance time frame and given to the employee unless he/she requests that it be destroyed. Any reference to adverse actions should not be maintained in the supervisory file other than any reference to such in the most current performance report.

9.03 New Performance Report

The State employer agrees to work with CCPOA through the Joint Apprenticeship Committee to develop a new performance appraisal report and process.

9.04 Location of, and Employee Access to, Files

- a. There shall be only one official personnel file and one supervisory work file regarding each employee. An employee will have access to his/her personnel file, supervisory file, medical file, and training or IST file.
- b. An employee may request an inspection of his/her official personnel file by the employee or the employee's representative, at the employee's work location. The Departments will endeavor to schedule such file reviews in conjunction with other business travel proximal to the employee's work location. For those personnel files maintained at a central location not in close proximity to the employee's worksite, the employee shall be provided a copy of the information contained in his/her file upon request. The CCPOA may, upon request of the employee, send a representative to monitor the reproduction of the material.
- c. Upon request, each employee shall be informed of the existence and location of any and all files regarding said employee, and the employee or his/her representative shall have a right to inspect these files during regular office hours, unless deemed confidential.
- d. The Department shall follow the guidelines established by the Public Information Act to insure the privacy of the employee is not violated.
- e. Each Unit 6 employee's personnel file, supervisory file, and medical file, shall contain an inspection log. Any person reviewing the file shall sign and date the log, unless excluded by law.
- f. The Departments shall both make best efforts to identify existing employee files and to notice CCPOA of what files exist and where.

9.05 Access and/or Release of Employee Files to Non-Departmental Persons

Unless released pursuant to court order or subpoena, information in the employee's official personnel, training/IST, medical, citizens complaint and/or supervisory files is confidential, and will be available for inspection only to the employee, his designee, the department head, or

his/her designee in connection with the proper administration of the Department's affairs and/or supervision of the employee, and the employee shall be immediately informed of the service of a subpoena requesting release of information from his/her file, or of a court order effecting the same.

9.06 Letters of Instruction

- a. Letters of Instruction (LOIs) or Work Improvement Discussions (WIDs) shall contain a specified expiration date, not to exceed one year, upon which the employee may request the removal of the LOI or WID. When so requested, the LOI or WID shall be removed and given to the employee unless he/she requests that it be destroyed.
- b. LOIs/WIDs shall be written in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI or WID. Unless special circumstances exist, LOIs or WIDs should not be written if the knowledge of the incident is more than thirty (30) days old.
- c. In cases where departmental staff are investigating a Unit 6 employee in a situation in which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be written in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to a LOI/WID.
- d. LOIs or WIDs shall not be cited as charges in any adverse action. They may be used as supporting evidence by the State in a later disciplinary case, if the expiration date has not yet occurred, in order to show that the State has followed progressive discipline.
- e. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Report of Counseling, Letters of Contact, or Expectations of Work Performance memos. Such "minor" corrective memos are to be placed in the employee's supervisory file, but not in the employee's personnel file.

9.07 Adverse Action and Citizen Complaint Documents

- a. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all State Personnel Board decisions rendered in such cases will be purged from the employee's official personnel file(s) after three (3) years.
- b. Upon the employee's written request, all citizens' complaints, reports and findings related to Penal Code Section 832.5 shall be purged from the Department's files after a period of five (5) years.

9.08 Out-of-Classification Assignments

- a. Notwithstanding Government Code Sections 905.2, 19818.8, 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred and twenty (120) consecutive calendar days during a fiscal year.
- b. Out-of-Class When Required

If a department head or designee requires an employee, in writing, to work in a higher classification for more than fifteen (15) calendar days, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed for that period in excess of fifteen (15) calendar days. If a department head or designee requires, in writing, an employee to work in a higher classification for thirty (30) consecutive calendar days or more, the employee shall receive a pay differential of five percent (5%) over his/her normal daily rate of the class to which he/she is appointed from the first day of the assignment. If the assignment to a higher classification is not terminated before it exceeds one hundred, twenty (120) consecutive calendar days, the employee shall be entitled to receive the difference between his/her salary and the salary of the higher class at the same step the employee would receive if the employee were to be promoted to that class, for that period in excess of one hundred, twenty (120) consecutive calendar days. The five percent (5%) differential shall not be considered as part of the base pay in computing the promotional step in the higher class.

- c. Should any employee file suit against CCPOA seeking to declare this provision illegal, the State shall indemnify for any costs incurred in defending itself.
- d. The State shall not rotate Unit 6 employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class differential.
- e. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- f. If any dispute arises about this out-of-class section (subsections a. through g.) an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be the final step to the administrative remedies, and considered an exhaustion of administrative remedies for purposes of establishing court jurisdiction.
- g. It is not the intent of either party to circumvent any certified hiring or promotional list, or the Merit System in general. Furthermore, whenever possible, the appointing power shall choose employees for out-of-class appointments from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty only to those employees who are qualified to take the examination for entry into that classification. Permanent employees who vacate positions to accept out-of-class assignments shall have a mandatory right of return to their former position and assignment, when possible, upon the conclusion of the out-of-class work.

9.09 Classification Proposals

- a. The State agrees to notify CCPOA in advance of classification proposals the State presents to the State Personnel Board that impact employees in Unit 6. CCPOA agrees to notify the relevant Department in advance of classification proposals that CCPOA presents to the State Personnel Board.
- b. During fiscal year 1992/93, the Department of Corrections and the California Department of the Youth Authority management

and CCPOA (and/or DMH and CCPOA) will meet as needed to discuss the existing classification specification for the MTA series. The intent of these meetings will be to examine the entire scope of responsibilities of the series, potential training, and/or licensing requirements needed by the MTA class in order to meet the professional medical service needs of the Department(s). Additionally, the parties will discuss the design and possible implementation of a new MTA-Psych classification or modification to the present MTA classification.

9.10 Personnel Investigations

- a. A Unit 6 employee who is under investigation for an action or incident which is likely to result in formal adverse action shall be normally notified, at least twenty-four hours prior to the investigative interview, simultaneously, in writing, of both the subject matter and his/her right to representation prior to any interrogation, fact-finding, investigatory interview, or shooting review board, or similarly-purposed discussion which has the potential of obtaining information which, if found to be true, could or is likely to result in formal adverse action. The employee will be given a reasonable opportunity to secure the representative of his/her choice.
- b. The Unit 6 employee will be provided with a copy of all documents and/or other investigatory material in accordance with the Public Safety Officers Procedural Bill of Rights (POBR) and any current or subsequent court decisions which impact or alter Government Code Section 3300 et seq.
- c. Whenever a ward/inmate/parolee/patient files or submits a grievance, a 602 ("Inmate Appeal"), any written complaint, or verbal complaint which is later reduced to writing by either the inmate or the State, which, if found true, could result in adverse action against the employee or contain a threat against the employee, the Department agrees to immediately notice the employee of said filing. The State agrees to provide the affected employee a copy of said document if the employee so requests. This is not intended to preclude the informal level response procedure in the current Department of Corrections Operations Manual. Upon the employee's request, a copy of the outcome of the ward/inmate/parolee/patient's complaint shall be provided, if the complaint has progressed beyond the informal stage.
- d. The Departments shall normally conclude all non-criminal, Unit 6, personnel investigations within six months from the date the investigation begins, and inform the subject employee, in writing, of the disposition at the conclusion of the investigation.

9.11 AWOL Termination/Automatic Resignation

- a. Unit 6 employees separated from State service under an AWOL Termination/Automatic Resignation, as defined in Government Code Section 19996.2 (herein AWOL separation), shall be accorded a Skelly hearing commencing at the second step of the grievance procedure. The employee must request a Skelly hearing within fifteen (15) working days of the service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. This time period shall be known as the "Skelly Period".

- (1) The written notice shall inform the Unit 6 employee that they must grieve the matter within fifteen (15) working days of the service of the notice of separation in accordance with Unit 6 Memorandum of Understanding.
 - (2) If the employee requests to return to work at any time during the Skelly Period, the AWOL Termination/Automatic Resignation shall be rescinded.
- b. Appeals of AWOL Terminations/Automatic Resignations for Bargaining Unit 6 employees will be subject to the grievance procedure starting at the second step (Skelly level). Should the appeal be brought to arbitration, the arbitrator's decision on whether or not the employee was AWOL and whether or not there were extenuating circumstances is final and binding. Whenever the arbitrator finds that the AWOL separation of an employee under Section 19996.2 is inequitable or unjustified, the arbitrator may order reinstatement of the employee to State service. Such a decision is also final and binding. Further, the arbitrator may recommend to the Department of Personnel Administration that the employee so reinstated shall be made whole for the period of his/her absence or separation or for any portion thereof that the arbitrator deems appropriate. Where the provisions of Section 19996.2 were properly applied, the final decision on back pay shall be at the sole discretion of the Department of Personnel Administration. If it is found that Section 19996.2 was improperly invoked, the employee shall be reinstated with full back pay and benefits for the period of his/her separation. The Department of Personnel Administration's decision regarding make whole remedies is appealable through the judicial system.
 - c. A Permanent Intermittent Employee who is on call and waives three consecutive requests by the Department to report for work, shall be considered AWOL for purposes of this Section provided that no waiver shall be counted if an employee was unable to come to work due to illness or other good cause. For purposes of this Section, a "call" must be a personal contact with the employee.
 - d. This section shall not interfere with, or prohibit in any way, the employer from initiating subsequent adverse action.
 - e. It is CCPOA's decision as to whether or not the AWOL Termination/Automatic Resignation case be taken forward to arbitration or be heard by a DPA-designated Hearing Officer/Administrative Law Judge under Section 19996.2. In either case, there shall be only one bite of the apple and a decision in one forum shall act as collateral estoppel in the other forum.

9.12 Peace Officer Bill of Rights

The Peace Officer Bill of Rights, hereafter referred to as P.O.B.R., applies to all Peace Officers in Bargaining Unit 6. Alleged P.O.B.R. violations may be grieved up to the appointing authority's level, but shall not be grievable nor arbitrable beyond this level. This section shall not constitute a waiver of any of the appeal rights granted a peace officer under P.O.B.R.

9.13 Nepotism

The State agrees to adhere to the Nepotism policies contained in Section 33010.24 of the CDC Operations Manual (DOM) and Section 3140 of the Youth Authority Manual (YAM). Alleged violations of these policies may be processed as a policy grievance up to the third level, which shall be the final level of review.

9.14 Substance Abuse

The parties have met and conferred over the State's substance abuse policy set forth in DPA Rules 599.960 through 599.966 and hereby agree to the following:

- a. General Policy. (Ref. DPA Rule 599.960)

The State and CCPOA agree that it is the purpose of its policy on substance abuse testing to help ensure that the State work place is free from the effects of drug and alcohol abuse, and to do so in a way that protects constitutional and statutory rights of Unit 6 employees. The provisions on substance abuse testing are not meant to be a limitation upon the use, nor replace, the State's Employee Assistance Program; nor are the provisions meant to be a limitation upon the State's ability to order a medical examination or take adverse action.
- b. Reasonable Suspicion. (Ref. DPA Rule 599.962)
 - (1) Information from an anonymous source or from an inmate source shall not be the sole criterion for determining reasonable suspicion. Anonymous information or inmate-originated information must be supported or corroborated by the appointing power and his or her designee in order to order reasonable suspicion testing.
 - (2) For purposes of determining reasonable suspicion, the Departments of Corrections and Youth Authority and Mental Health will make every effort to consult with an on-duty medical staff person authorized by the Department, when available on duty at the worksite. However, the decision to order a substance abuse test shall remain with the appointing authority or designee.
 - (3) The State agrees to develop a training program for its supervisors and designees in the administration of its substance abuse policy. This training shall include a section on recognizing symptoms of substance abuse, and other factors which may constitute reasonable suspicion.
 - (4) The facts and circumstances upon which the reasonable suspicion is based, shall be given to the employee at least orally at the time the employee is directed to submit to a substance abuse test, and shall be made available in writing within twenty-four (24) hours. These facts and circumstances shall be documented on a form to be developed by the State. Such documentation shall include observations of the relevant on-duty medical person specified in (2) above. The oral conversation may be taped by either the State or the employee.
- c. Testing Procedures and Standards. (Ref. DPA Rule 599.963)
 - (1) If the appointing authority receives DPA approval to test for the improper use of a substance not listed in the statewide policy, it will inform the employee of its intent to test for that substance prior to the actual sample analysis.
 - (2) The sample collected under a substance abuse test will not be used to test for any other medical condition such as

pregnancy, sexually-transmitted diseases, or other diseases such as diabetes. However, the sample could be used to match such sample with subject.

- (3) The State will use test cut-off levels established by the National Institute on Drug Abuse (NIDA) for identifying positive test samples, wherever NIDA has adopted such cut-off levels.

The State will also provide CCPOA with cut-off levels for other substances where NIDA has not established cut-off levels.

Should the State wish to substitute other comparable standards in place of NIDA standards, the State will notify CCPOA and meet and confer over the impact of these changes. The cut-off levels for these substances are as follows:

Substance	Screening Test Concentration Level	Confirmatory Test Concentration Level
Amphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Methamphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Cannabinoids	100 nanograms per milliliter	15 nanograms per milliliter
Cocaine	300 nanograms per milliliter	150 nanograms per milliliter
(Benzoylecgonine)	300 nanograms per milliliter	300 nanograms per milliliter
Opiates	25 nanograms per milliliter	25 nanograms per milliliter
Phencyclidine (PCP)	300 nanograms per milliliter	300 nanograms per milliliter
Benzodiazepines	300 nanograms per milliliter	750 nanograms per milliliter
Methaqualone	300 nanograms per milliliter	200 nanograms per milliliter
Barbiturates	300 nanograms per milliliter as secobarbital	.04% weight/ volume
Alcohol	.04% weight/ volume	

The present cut-offs shown for the first six substances are those established by the NIDA. There are no NIDA cut-offs for the remaining substances.

- (4) The State agrees that the procedures for collecting the sample should be done in a professional manner with due regard to the employee's privacy and confidentiality, consistent with the State's need to ensure a true sample is taken. The State will consider NIDA guidelines in establishing these procedures.
- (5) The State shall maintain and follow a secure chain of custody to ensure true samples are taken. In establishing this chain of custody, the State will take the NIDA guidelines into consideration as well as recommendations of the laboratories selected to do the testing. The State agrees to meet with CCPOA to review the chain of custody procedures, and consider CCPOA recommendations once the laboratories have been selected. Once the chain of custody procedures have been finalized, they shall be provided to CCPOA in

writing.

- (6) Consistent with Section 599.964(d), the testing laboratory will be informed of its obligation to preserve a sufficient portion of the sample to be independently tested by the employee.
- (7) If the State intends to rely on a positive test result to initiate adverse action, it shall notify the laboratory that

all

portions of the sample, including any portion reserved for the employee, should be retained pending completion of any appeal procedures.

- (8) Copies of the test results and chain-of-possession documents shall be provided within three (3) working days of receipt of the documented results by management.
- (9) CCPOA may submit a list of commercial laboratories for the State to consider in developing its "bid package" for testing services. Such submissions must meet standards used by NIDA, the College of American Pathologists, or other comparable standards to accredit laboratories for forensic urine testing. Such submissions shall in no way obligate the State to select such laboratories to perform testing services.
- (10) The State shall use the commercial laboratories selected or otherwise approved by the Department of Personnel Administration. CCPOA shall be notified of the laboratory selected to perform the testing changes.

d. Employee Rights. (Ref. DPA Rule 599.964)

- (1) In addition to the rights specified in DPA Rule 599.964, employees shall be entitled to representation during the sample collection process. A representative shall in no way interfere with the sample collection process. CCPOA will provide timely representation upon request.
- (2) DPA Rules 599.960 through 599.966 and this supplement shall be mailed to current employees at the time of final implementation. These rules shall also be made available upon request, but such request shall not be deemed to require a delay in the testing process. They will be provided to new hires within the first three weeks at the Academy or the first week of employment at the work location, whichever is first.
- (3) For purposes of requiring an employee to submit to periodic testing as a condition of remaining or returning to State employment (refer to paragraph c. of State's proposed 599.960), the State agrees to develop guidelines for "return to work agreements" which specify the conditions under which an employee may remain in his or her employment. Conditions appropriate for these return to work guidelines include but are not limited to:
 - (a) Periodic testing for substance abuse during the period of the return to work agreement, during which the employee must test negative at all times.
 - (b) Reasonable suspicion testing for substance abuse during the return to work agreement under the terms of the general policy.
 - (c) Requirement that the employee participate in a substance abuse rehabilitation program at the employee's expense.
 - (d) Termination of the employee if its conditions are

violated. Placing an employee on such "Return to Work Agreement" shall not preclude adverse action short of termination. Samples of "return to work agreements" are attached. These are only samples and shall not preclude either the State or CCPOA from departing from these guidelines or arriving at different terms as circumstances warrant.

- (4) Should an employee be found to have tested positive for substance, and adverse action is taken against said employee, his/her appeal and remedies should be through the State Personnel Board (SPB) appeal process and not through the grievance arbitration sections of the Contract.
 - (5) Persons who do not test positive shall not have any record of the test placed in his/her official personnel file, unless the employee so requests, and may file a complaint over the administration of the test.
- e. Expedited Grievance Process for Addressing Issues Related to Section 9.14.
- (1) An aggrieved employee or the Union has ten (10) work days from the date of the administration of a drug test on an employee, or ten (10) days from the date of discovery of an alleged procedural non-conformance, to file an expedited grievance alleging procedural non-conformance.
 - (2) The expedited grievance shall be filed at the departmental level. The State shall have ten (10) work days to respond. Prior to responding, and within the ten (10) working days, a grievance conference shall be held if requested by the State or CCPOA.
 - (3) If the grievant is not satisfied with the departmental decision, the grievant may appeal the decision within five (5) work days after receipt of the decision, to the Department of Personnel Administration. This level shall be considered the final step in this expedited grievance process, and constitutes an exhaustion of the administrative remedies available to Bargaining Unit 6 employees and CCPOA pertaining to Section 9.14. This shall not preclude an appellant who is subsequently subject to adverse action because of violation of DPA Rules 599.960 to 599.966 to raise any issues regarding procedural non-compliance with Section 9.14 or DPA Rules 599.960 to 599.966 before the SPB. It is clearly understood that Section 9.14 and DPA Rules 599.960 to 599.966 is not arbitrable, and constitutes an exhaustion of administrative remedies unless the issue is raised before the SPB in an adverse action appeal.
- f. During the term of this agreement, the State agrees to study the need to retain direct observation of the employee providing the urine sample, and will meet and confer with CCPOA upon completion of the study, or upon CCPOA request. The State and CCPOA may also mutually agree to modify this section in response to new technology or other improved procedures.

9.15 Disciplinary Process

- a. No State official or employee shall impose or threaten to impose reprisals on Unit 6 employees, discriminate or threaten to discriminate against Unit 6 employees, or otherwise interfere or threaten to interfere with Unit 6 employees, restrain or threaten

to restrain Unit 6 employees, or coerce or threaten to coerce Unit 6 employees because of their exercise of their appeal rights to the SPB or its authorized representative or for appearing as a witness before the SPB or its authorized representative.

- b. Upon request from CCPOA legal staff, the State will allow the CCPOA Chapter President or Job Steward a reasonable amount of State time to be released from his/her assignment to attend a SPB hearing to assist CCPOA legal staff on technical issues when the hearing is held at the institution.

9.16 Pregnancy: Reasonable Accommodation, Leave, Return to Work

1. The Department of Corrections and CCPOA have met and conferred over a reasonable accommodation policy for pregnant staff. A copy of this policy is contained in Appendix Item #8 for reference.
2. CYA and CCPOA will meet and confer over a reasonable accommodation policy for pregnant staff on or before December 31, 1992.
3. The State agrees that a pregnant staff member may have a representative present at discussions with management regarding disputes over the application of the reasonable accommodation policy.
4. This section and the policy contained in Appendix Item #8 are not grievable nor arbitrable.

ARTICLE X
LEAVES

10.01 Vacation Leave

- a. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section shall receive a one-time vacation credit of 48 hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years8 hours per month
37 months to 10 years. . .	11 hours per month
121 months to 15 years. . .	13 hours per month
181 months to 20 years. . .	14 hours per month
241 months and over . . .	15 hours per month

- b. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted towards vacation leave accrual purposes set forth under Item a. above.
- c. Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in Item a. above, when total accumulated employment equals one (1) month of full-time employment.
- d. Employees who work on an intermittent basis shall receive vacation leave credits in accordance with the vacation leave accrual schedule in Item a. above, on the basis of one hundred, sixty (160) hours of employment time equals one month of full-time employment.

- Any hours worked over one hundred, sixty (160) hours in a monthly pay period shall not be counted towards vacation leave accrual.
- e. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of four hundred (400) hours. A department head or designee may permit an employee to carry over more than four hundred (400) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:
 - (1) was required to work as a result of fire, flood or other extensive emergency;
 - (2) was assigned work of a priority or critical nature over an extended period of time;
 - (3) was absent on full salary for compensable injury; or,
 - (4) was prevented by Department regulations from taking vacation until December 31 because of sick leave.
 - f. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.
 - g. The time when vacation is to be taken shall be determined by the department head or designee. When two or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted in order of seniority.
 - h. If an employee desires to cancel a pre-scheduled vacation time, the employee:
 - (1) shall notify the supervisor, in writing, no less than thirty (30) calendar days in advance of the scheduled vacation time;
 - (2) may not carry over excess vacation time which may accrue as a result of the cancellation; and,
 - (3) if assigned to a community-based facility, institution or camp, may not cancel the scheduled vacation time if more than one-quarter (1/4) of those scheduled for a vacation during the same pay period have been approved for cancellations, unless specifically approved by facility/institution management. Failure to notify the supervisor in writing in (1) above shall result in the employee being forced to use the scheduled vacation time, and the loss of any rights to request and be scheduled for subsequent vacation time during the calendar year based on seniority.
 - i. Less than full-time employees shall receive vacation in accordance with existing Department of Personnel Administration Rules.
 - j. If the State cancels a scheduled vacation or CTO leave and the employee suffers an economic loss as a result of the State's cancellation of that leave, the State shall reimburse the employee for all reasonable and documented economic loss of the employee provided the employee:
 - (1) notifies the employer at the time he/she is told of the vacation/CTO leave cancellation that economic loss will result;
 - (2) makes all reasonable attempts to recover his/her expenses; and,
 - (3) provides the employer documentation of the economic loss.

10.02 Sick Leave

- a. Definition: As used in this Section, "sick leave" means the necessary absence from duty of an employee because of:

- (1) Illness, injury or inability to work because of pregnancy.
 - (2) Exposure to a contagious disease which is determined by a physician to require absence from work.
 - (3) Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 - (4) Required attendance upon the employee's ill or injured mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister, brother, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.
- b. Credit for Full-Time Employment: On the first day of the monthly pay period of service, each full-time employee in the State civil service shall earn one (1) day of credit for sick leave with pay. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn full sick leave credit.
- c. Credit for Less Than Full-Time Employment: Less than full-time employees shall receive sick leave in accordance with existing Department of Personnel Administration Rules.
- (1) Intermittent Employees: On the first day of the monthly pay period following completion of each period of one hundred, sixty (160) hours or twenty (20) days of paid employment, each intermittent employee in Bargaining Unit 6 shall be allowed one (1) day of credit for sick leave with pay. The hours or days worked in excess of one hundred, sixty (160) hours or twenty (20) days in a monthly pay period, shall not be counted or accumulated.
 - (2) Part-Time Employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee in the State civil service shall be allowed, on a pro-rata basis, the fractional part of one (1) day of credit for sick leave with pay.
 - (3) Multiple Positions (Under This Rule):
 - (a) An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
 - (b) Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.
- d. Sick Leave Usage:
- (1) Definition of medical verification:

A "medical verification" is a document signed by a United States Licensed Physician, nurse practitioner, or other health care specialist/professional, competent within their scope of practice to make a medical evaluation on the employee's alleged/stated illness, injury or medical incapacity, and such person is making the evaluation while on duty in his/her respective employment relationship within a health care facility or medical practice. If an employee has been placed on the "Extraordinary Use of Sick Leave" list requiring a doctor's notice, the employee can be required to personally present his/herself before the licensed physician, nurse practitioner, or other health care

specialist/professional, rather than simply telephonically informing the physician of his/her medical condition and receiving a "call-in medical verification".

(2) Medical verification:

In the case of sick leave, verification may be required only if required in advance in the following kinds of circumstances:

- (a) An employee is unable to personally make the sick leave request to the designated supervisor.
- (b) If an employee has three (3) or more separate occasions of sick leave in any twelve-consecutive-month period in conjunction with his/her RDOs (this does not arbitrarily mean Saturday and Sunday unless those days are one of the employee's RDOs or a bona fide pattern is evident).
- (c) The sick leave requested falls on a date in which the employee previously requested a form of leave covered by this agreement but was denied.
- (d) Employees who call in sick on Thanksgiving, Christmas, or New Year's Eve.
- (e) Employees who are sick for three (3) or more consecutive days.
- (f) If an employee has nine or more days of sick leave within the last twelve-consecutive-month period. This section need not apply to individuals who have had extended sick leave(s) or to those individuals who were absent from work because of a pregnancy-related illness.
- (g) The employee requesting sick leave has been advised in advance via the notice titled, "Extraordinary Use of Sick Leave", that a medical verification is required. Said notice shall define what the extraordinary sick leave usage has been. The "Extraordinary Use of Sick Leave" notice is not a Letter of Instruction or Work Improvement Discussion.
- (h) Pre-scheduled and approved medical/dental appointments/treatment do not require medical verification.
- (i) Any bona fide pattern.
- (j) If a Unit 6 employee has been placed on the "Extraordinary Use of Sick Leave" list requiring automatic medical verification, the notice to the employee of placement on said list shall include an expiration date of no longer than six (6) months. If, during this six-month period, the employee has consistently adhered to management requirements to produce necessary verification of sick leave, no new notice of "Extraordinary Use of Sick Leave" may be issued based on this period of time.

(3) The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason. However, no bargaining unit employee shall be requested to provide a medical verification after the fact. For example, an employee calls in sick on the fifteenth of the month and a medical verification is not requested. The employee then calls in sick on the sixteenth of the month, and a medical verification is requested. The medical verification would be for the sixteenth only.

This does not prohibit the Department from pursuing other administrative review or remedies if abuse is suspected.

- (4) If the supervisor requires a medical verification and the employee feels that the illness or injury is of such a personal nature that he/she wishes confidentiality, the employee may invoke confidentiality by advising the supervisor that he/she will submit the medical verification using forms provided by the State, to the designated State physician.
- (5) The medical verification must provide the following information:
 - (a) The date the employee or the employee's family member is examined by a licensed physician or other health care specialist/professional;
 - (b) The expected length of the employee's absence and his/her expected return to duty, and
 - (c) The employee is medically able to return to work. The verification may be required to specify the general nature of the illness/injury only in sufficient detail to determine that the sick leave request meets the definition of paragraph a. above. If more information is needed, the appointing authority or designee may refer the employee to the Chief Medical Officer (CMO) or physician designee.
- (6) The State physician will evaluate the employee's medical fitness to perform all duties of his/her class. If the employee is adjudged to be incapable of performing all duties of the class, the designated State physician, without divulging the name of the medication or nature of illness, shall inform management of the employee's condition and duty limitations.
- (7) Under no circumstances will the designated State physician give this information to anyone else unless there is evidence of abuse of sick leave.
- (8) If a returning employee is required to be cleared to return to work by the CMO or designee, and the returning employee has a valid medical verification from his/her physician allowing said employee to return to work and, with reasonable notice by the employee or upon institution order, the employee presents him/herself for medical clearance by the CMO or designee during normal business hours, Monday through Friday, the employee must either be allowed to return to work or placed on some form of paid leave status until such time as the employee is seen by the CMO or designee.

e. Reasonable Notice:

The employee is responsible to give the Department reasonable advance notice. Employees are strongly urged to attempt to give at least two (2) hours advance notice prior to the start of the employee's duty shift; but reasonable advance notice, under normal circumstances, will be considered one hour's advance notice prior to the start of the employee's duty shift. Should the employee be sick the night before his/her shift, and is reasonably certain he/she will not be able to go to work the following day, said employee is encouraged to call in sick at the earliest possible time. In any event, employees are hereby informed of the difficulty of providing sick leave relief according to the voluntary overtime provisions of this Contract when an employee

calls in sick within two (2) hours of the start of his/her shift. The employee will personally contact the designated supervisor at the institution, camp, facility or parole region to request sick leave usage.

f. Sick Leave Approval:

- (1) The department head or designee shall approve use of sick leave credits only after having ascertained that the absence is for an authorized reason. If disapproved, the department head or designee must specifically state in writing the reasons for the disapproval.
- (2) Please be advised that it is the present understanding of the State and CCPOA that the combined effect of Federal and State statutes and court decisions requires that the employee be responsible for submitting an STD 634 form to the designated supervisor on the day of return to work or as soon as possible after return to work, if the employee wishes to ensure that he/she receives the proper paycheck at the end of the pay period, without a dock. In the case of long-term sick leave absence, the employee is responsible for submitting the STD 634 form to the designated supervisor by no later than the end of the pay period. The designated supervisor will provide the employee with a copy of the approved/disapproved STD 634 form at the time of submission. Each employee is encouraged to retain his/her copy of the approved/disapproved STD 634 form for his/her own record. Should the State dock your pay for failure to provide the requisite STD 634 form in that pay period, the State shall provide you an advance check for the full amount, less appropriate deductions, of days worked or for which an STD 634 form has been approved in said pay period. Even if you do not receive a pay dock in the month in which you should have provided the STD 634 form, the State may still establish an accounts receivable according to the terms of paragraph 16.11 of this Agreement.
- (3) If the employee has insufficient accrued sick leave credits or other leave credits, and the sick leave usage is approved, the employee will receive a pay dock for sick leave time that was approved for which the employee had no sick leave credits or other leave credits. If the employee has insufficient accrued sick leave credits, but has other leave credits (and the employee does not have a current LOI/WID or formal adverse action against him or her), the employee may be allowed to use those credits to cover the approved sick leave time, unless the employee has or has had an "Extraordinary Use of Sick Leave" notice during the last twelve (12) months.

g. Attendance Commendation:

An employee, who has no sick leave usage or AWOLs/LWOPs in a twelve-consecutive-month period will receive a commendation for their excellence in the area of "attendance".

h. All other State laws, rules and departmental policies regarding sick leave shall remain in effect.

10.03 Enhanced Industrial Disability Leave (EIDL)

- a. An employee who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official

performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, patient, ward, or parolee, or must have been directly and specifically caused in the course of responding to, returning from or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5. The director of a department may make a determination in special circumstances related to extraordinary hazardous duty.

- b. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after federal income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary.
- c. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault or fire, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress related disabilities, or physical disability having mental origin.
- d. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- e. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- f. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.
- g. In circumstances that deviate from paragraph a. and c., the director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job related.
- h. A Permanent Intermittent Employee who otherwise meets the EIDL criteria contained in this section of the Agreement, but who has less than 1000 hours of state service credit toward retirement will be eligible for a monthly EIDL benefit either:
 - 1. Equivalent to the average number of monthly hours worked in the previous twelve (12) months preceding the qualifying injury, or
 - 2. If the employee has not worked twelve (12) months, the equivalent to the average monthly number of hours worked in the months preceding the injury. In no case shall the benefit be less than 84 hours. In no case shall the benefit exceed 1500 hours in a twelve (12) month period in combination with hours worked and the EIDL benefits paid. This paragraph only applies to injuries that qualify for EIDL and not IDL. IDL or EIDL benefits currently available to Permanent Intermittent Employees with 1000 hours of state service credit are not intended to be affected by this paragraph.
- i. EIDL benefits may be extended beyond the one-year cap, at the Director's discretion, in those instances where the injuries are the result of being burned, shot, stabbed or hit with a deadly weapon, and where the Director finds that rehabilitation back

to the job is possible if the EIDL is extended. In no event can the EIDL benefit be extended beyond three (3) years.

10.04 Disability Retirement Allowance

- a. It is hereby agreed that Government Code Section 21292.51 shall remain operative.
- b. The State and CCPOA agree to hold discussions throughout the term of this Contract regarding restructuring of the vocational rehabilitation/disability retirement program and the Worker's Compensation system for State Correctional Peace Officers and Unit 6 employees.

10.05 Peace Officer/Firefighter Retirement Plan 2.5

The State employer agrees to include coverage for all eligible Unit 6 employees in the Peace Officer/Firefighter 2.5 Retirement Plan pursuant to Government Code Section 21252.02. Such benefits shall be effective on July 1, 1984.

10.06 Parental Leave

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for purposes of pregnancy, adoption, childbirth, or the recovery therefrom, for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for parental leave. Requests for parental leave must be submitted no later than forty-five (45) days following the birth or adoption of the child.

10.07 Bereavement Leave

- a. A department head or designee shall authorize bereavement leave with pay for a permanent Unit 6 employee due to the death of his/her parent, step-parent, spouse, child, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, foster parent, guardian, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, adopted child or death of any person residing in the immediate household of the employee at the time of death. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request.
- b. Such absence for bereavement leave with pay shall be limited to not more than three (3) workdays during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave.
- c. Permanent full-time employees who have used their three (3) paid days of bereavement leave may on each subsequent request be authorized to use up to three eight-hour days of sick leave, CTO, or any other earned leave credits if they suffer more than one bereavement as enumerated in paragraph a. above during the fiscal year.
- d. If additional bereavement leave is necessary, the employee may use accrued vacation, compensating time off, or take an

- authorized leave without pay, subject to the approval of the appointing power.
- e. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to paragraphs a., b., and c. above on a pro-rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)
 - f. A Bargaining Unit 6 employee may use accrued vacation credits, holiday credits, or CTO in the case of the death of his/her aunt, uncle, foster sibling, or any near relative who raised the Unit 6 employee.

10.08 Unpaid Leaves of Absence

- a. The appointing power or designee may grant an unpaid leave of absence for a period not to exceed one (1) year to a Unit 6 employee having permanent civil service status. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- b. An unpaid leave of absence may be granted for, but is not limited to the following reasons:
 - (1) CCPOA approved union activity;
 - (2) Temporary incapacity due to illness, injury, or participation in an EAP program when the employee is unable to perform his/her duties;
 - (3) Loan to another governmental agency for performance of a specific assignment;
 - (4) Seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - (5) Education; or
 - (6) Research project.
- c. Except as provided in b. above, an unpaid leave of absence shall not be granted to an employee who:
 - (1) Is accepting some other position in State employment;
 - (2) Is leaving State employment to enter outside employment; or
 - (3) Does not intend, nor can reasonably be expected, to return to State employment before the expiration of the unpaid leave of absence.
- d. A leave of absence shall be terminated by the department head or designee:
 - (1) At the expiration of the leave; or
 - (2) Prior to the expiration date with written notice to the employee at least twenty-one (21) calendar days prior to the effective date of the revocation. An unpaid leave of absence may be terminated or extended by the employee with the approval of the department head or designee. Except in emergencies or layoff situations, an unpaid leave of absence for union activity shall not be terminated by the department head or designee prior to the expiration date.
- e. An unpaid leave of absence, so granted, shall assure the employee the right to his/her former position upon termination of the leave. For purposes of this section, "former position" is defined in Government Code Section 18522.
- f. An employee who is granted an unpaid leave of absence for union activity shall continue to accrue seniority solely for the purpose of watch assignment, vacation scheduling and overtime scheduling.

10.09 Jury Duty

- a. An employee who is called to serve as a juror on a day he/she is scheduled to work shall be entitled to jury duty leave with pay. Jury duty leave shall not be authorized unless supported by written documentation.
- b. An employee who is called to serve as a juror must notify the watch office as soon as possible after receiving notification, but no less than three (3) working days prior notice. Once the watch office is notified an employee is scheduled for jury duty, that employee will be placed on second watch, with Saturday and Sunday as Regular Days Off (RDOs). If the employee is currently on second watch, his/her RDOs will be changed to Saturday/Sunday.
- c. The employee is responsible for notifying the watch office on a daily basis whether or not he/she will be available for work on the following day. If the employee is not scheduled for actual jury duty on a particular day, the employee will be assigned second watch duties.
- d. For the purpose of this Section, an employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her eight-hour work day if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the work day and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- e. Jury fees received for services shall be turned over to the State. Allowances paid by the court or county for lodging, meals and mileage may be retained by the employee.
- f. As it relates to jury duty fees only, an employee is not required to remit jury fees if he/she is previously scheduled to be off or voluntarily elects to use accrued vacation time or compensating time off.
- g. An employee may be allowed time off without loss of compensation if approved by the appointing authority or designee for voluntary jury duty such as grand jury. If approved by the appointing authority or designee, paragraphs a. through f. would apply.

10.10 Court Appearances

- a. An employee may be subpoenaed, or required by management, to make a court appearance for a matter related to departmental business. Said time shall be considered Official Business Time. If the employee works the graveyard or swing shift, he/she shall be temporarily assigned work hours to cover the time scheduled for court appearances.
- b. For the purpose of this Section, an employee subpoenaed or required by management, to appear in court who does not serve for a full day, or who is placed on "on-call" status, shall return to work to complete his/her eight (8) hour workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday, and if the

- employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- c. For the purpose of pay, time in court or awaiting court appearance related to departmental business, shall be considered as work time and thus compensable.
 - d. An employee using a personal vehicle to travel to court shall be entitled to mileage in accordance with the provisions of the Business and Travel Expense Provision of this Agreement. Mileage may be authorized from home to court and return, or from office/institution to court and return, whichever is the shortest distance.
 - e. Upon receipt of a subpoena, the employer will notify the employee as soon as is reasonably possible. An employee receiving personal service of a subpoena will notify his/her supervisor as soon as is reasonably possible.

10.11 Holidays

- a. All full-time Unit 6 employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays declared by the Governor.
- b. Such holidays shall include:
 - (1) January 1 (New Year's Day)
 - (2) Third Monday in January (Martin Luther King's Birthday)
 - (3) February 12 (Lincoln's Birthday)
 - (4) Third Monday in February (Washington's Birthday, observed)
 - (5) Last Monday in May (Memorial Day)
 - (6) July 4 (Independence Day)
 - (7) First Monday in September (Labor Day)
 - (8) Second Monday in October (Columbus Day)
 - (9) November 11 (Veteran's Day)
 - (10) Fourth Thursday in November (Thanksgiving Day)
 - (11) Fourth Friday in November (Friday after Thanksgiving Day)
 - (12) December 25 (Christmas Day)
- c. In addition to the holidays provided in b. above, each Unit 6 employee, upon completion of his/her initial probationary period in State service, shall be entitled to one personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July. Such credit shall be recorded as holiday credit.
- d. When November 11 falls on a Saturday, full-time Unit 6 employees shall be entitled to the preceding Friday as a holiday with pay.
- e. When a holiday other than a personal holiday falls on a Sunday, full-time Unit 6 employees shall be entitled to the following Monday as a holiday with pay.
- f. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time Unit 6 employees shall accrue an additional eight (8) hours of personal holiday credit per fiscal year.
- g. Full-time Unit 6 employees who are required to work on a holiday shall be entitled to pay or compensating time off in accordance with their assigned work week group.
- h. Less than full-time Unit 6 employees shall receive holidays in

accordance with existing Department of Personnel Administration Rules.

- i. Employees in posted positions in CDC and CYA shall celebrate holidays on the days on which they fall.
- j. Accrued holiday credits are not subject to State-initiated buyback without prior approval of the employee.
- k. Each institution shall have a system for scheduling or "burning" all or part of an employee's accumulated holiday credit.

10.12 Subpoena

- a. Upon service of a subpoena on a Bargaining Unit 6 employee to testify at an arbitration, State Personnel Board (SPB), Public Employment Relations Board (PERB), or Legislative hearing, the State shall release the subpoenaed employee without loss of compensation.
- b. If a witness has been subpoenaed before one of the forums mentioned in paragraph a. above, and consents to be interviewed by CCPOA prior to the hearing, CCPOA shall be entitled to interview the witness in private, without a representative of the appointing power present, unless the witness requests otherwise. Interviews of subpoenaed witnesses shall be at times and places reasonable for the witness and for the appointing power.
- c. If the subpoenaed employee is scheduled to work at the same time that the hearing is scheduled, and the subpoenaed employee is not likely to be immediately called to the witness stand, the State may, with the concurrence of the Appellant's attorney, return the subpoenaed officer to his/her duty post subject to recall upon notice by either the Appellant's representative or the Department's representative.

10.13 Release Time Bank

A California Correctional Peace Officers Association (CCPOA) release time bank shall be established to which Bargaining Unit 6 employees may contribute their earned CTO hours and/or vacation credits. The contribution shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. A Bargaining Unit 6 employee may only make one donation between July 1 and December 31, and one donation between January 1 and June 30 during the contract year. A maximum of ten thousand (10,000) hours may be credited and used by CCPOA during the above contract year. The ten thousand (10,000) hours shall be divided in proportion to each Department's (CDC/CYA) unit membership, i.e., five thousand, eight hundred (5,800) hours, CDC; and four thousand, two hundred (4,200) hours, CYA. With prior notice to CDC/CYA headquarters labor relations, credit may be transferred between facilities within a Department. Credit may not be transferred between Departments. Contributions to the release time bank shall be computed once a month, provided they are received by the second Friday of that month.

Establishing the Bank

The CCPOA shall make available to Bargaining Unit 6 employees an information sheet explaining the means by which an employee may contribute time into the release time bank. The CCPOA shall make forms (with built-in carbon copies) available for that purpose. When

a Unit 6 employee desires to make a contribution to the release time bank, the employee will complete the three-part form provided by CCPOA and give this form to a Unit 6 steward. The Unit 6 steward will deliver the form to the institution, facility, camp, or parole personnel office with a CCPOA addressed, CCPOA postage-paid envelope at the time the steward delivers the form. The personnel office will determine that the employee authorizing the release time bank contribution has the earned CTO and/or vacation time (depending upon the number of hours desired to be contributed by the employee), prior to posting the contributed time to the release time bank. The personnel office will forward the first copy of the form to CCPOA headquarters in Sacramento in the envelope provided by the steward on a regular monthly basis. Employees may voluntarily execute such forms to authorize transfer of existing CTO hours and/or vacation credits. The form shall provide a space to indicate the amount and type (CTO and/or vacation) of time contributed. Each party to this Agreement shall be responsible for, and keep, its own set of records. Records shall be compared, verified, and adjusted/corrected as the parties agree is necessary, but no more often than once quarterly. In no case shall the CCPOA accumulate or use more than ten thousand (10,000) CTO and/or vacation hours from the bank during the term of this contract.

Withdrawal From the Bank

Any of five (5) designated CCPOA paid representatives or Bargaining Unit 6 representatives may authorize time withdrawal from the release time bank for use of a Unit 6 employee to conduct bona fide Association business. CCPOA shall notify the Department's labor relations office of the identity of the five representatives by August 1, of each year. Employees authorized may be released with forty-five (45) days' advance notice (as a guideline) for regular, ongoing time off, or forty-eight (48) hours (as a guideline) on an ad hoc basis. In all cases, the granting of time off shall be subject to the approval of the employee's supervisor, operational needs, emergencies or other standards limiting usage. CCPOA authorization for use of bank time shall be provided to the local labor relations officer, or person designated by the Superintendent, Warden, Division Chief or Regional Administrator, by one of the five authorized CCPOA representatives, in writing, on a form provided by CCPOA and mutually approved by the parties. In no case shall the State employer be required to release an employee if:

- (1) it would require that the State employer fill the released employee's position at time and one-half; or,
- (2) if there is no time credited to the bank at the time of the request. The State employer will permit a reasonable number of CCPOA members off for use of release time bank time. Time drawn from the release time bank shall be in 4-hour increments for the purpose of travel and 8-hour increments for all other purposes. No more than one employee per facility or parole region shall be released for time off unless approved by the Director or his/her designee. The State employer shall not withhold usage of release time bank time for unreasonable or capricious reasons. The CCPOA agrees that the CCPOA shall not cause, through the application of this clause, the State employer any undue burden in carrying out the mission of the Departments.

10.14 Union Paid Leave

- a. CCPOA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CCPOA bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:
 - (1) The Department head or designee receives a written request, signed by the employee and the authorized CCPOA representative, two (2) weeks prior to the planned effective date of the leave.
 - (2) A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
 - (3) CCPOA agrees to reimburse the affected Department(s) for actual expenses related to the affected employee's salary and benefits for all the time the employee is off on a union leave, within 30 calendar days of receiving a billing statement.
 - (4) The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
 - (5) Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
 - (6) Employees on a union leave shall suffer no loss of compensation or benefits.
 - (7) Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
 - (8) Employees on union leave under this provision and CCPOA shall waive any and all claims against the State for Worker's Compensation and Industrial Disability Leave.
 - (9) In the event an employee on a union leave, as discussed above, files a Worker's Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CCPOA agrees to indemnify and hold harmless the State of California or agencies thereof, from both Worker's Compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

10.15 Catastrophic Time Bank

- a. If a Unit 6 employee is catastrophically ill or injured, or if the spouse or child of such a Unit 6 employee becomes catastrophically ill or injured, Unit 6 employees, with the Department Director's approval may donate an aggregate number of hours, not to exceed forty (40) hours of accrued CTO, holiday credits, or vacation credits, per individual case, in accordance with departmental policies and under the following conditions:
 - (1) The donation must be in whole hours.

- (2) Transfer of vacation, CTO and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving Department.
 - (3) Employees receiving the donations may receive an unlimited number of donations in hours. The donated hours can only be used after the affected employee's leave credits have been exhausted, and may not exceed one (1) calendar year. If the need still exists, a new CTB may be initiated in the following year with the Department Director's approval.
 - (4) Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating Department.
 - (5) This section is not subject to the grievance and arbitration article of the Contract.
- b. Termination:
The CTB shall be terminated when the specific need no longer exists. The CTB shall be closed to donations upon the death of the ill or injured employee/recipient, but the remaining, donated CTB credits shall become part of that employee's estate.
 - c. Unused CTB Donations:
Upon return to work, and when specific need no longer exists, placement on IDL or disability retirement, of the employee/recipient, the employee/recipient shall not retain donations that are being held and have not been used. The unused CTB donations shall be returned to the appropriate donor on a last received, first returned basis.
 - d. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principal residence may be eligible for catastrophic time bank donations consistent with paragraphs a. through c. above, except that the employees need not have exhausted sick leave credits.

10.16 Youth Counselor Use of Leave Credits

Youth Counselors may submit in writing, to the appropriate supervisor, a request to use leave credits, excluding vacation, at least twenty (20) days prior to the issue of the work schedule. The granting of leave credits will be consistent with appropriate resources and not in conflict with previously scheduled time off nor allocated blanket resources for projected vacations. This provision does not prohibit the employer from scheduling leave credits, excluding vacation, for the benefit of schedule management.

ARTICLE XI HOURS OF WORK AND OVERTIME

11.01 Shift and/or Assignment Changes

- a. The State shall give notice to an employee at least seven (7) calendar days prior to the effective date of a change of shift, RDOs or hours of work. Unexpected changes required by emergencies, or which are due to other unforeseeable circumstances, are exempted from this notice requirement.
- b. CCPOA's local Chief Job Steward or designee may waive the notice requirement in any particular instance.

- c. In the Department of the Youth Authority, an unexpected immediate job change of short duration may occur from time to time. The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work on other than the regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on a scheduled day off.
On such occasions employees may be requested to report to work on other than their regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on other than their regularly scheduled work shift or on a scheduled day off.
The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work.

11.02 Shift Starting Time At Youth Authority

- a. Youth Authority Bargaining Unit 6 staff who are given an assignment by their supervisor (e.g., picking up mail, medication, etc.) after entry into the institution and while en route to their work stations will be paid overtime if they work more than the eight (8) hour shift for the day. This language is not intended to include those shift preparation activities such as, but not limited to, picking up keys, "panic" buttons, signing in at Control, etc.
- b. If it becomes apparent to the parties that the Portal to Portal Act contradicts this Section, either of the parties may reopen this Section.

11.03 Youth Counselor Work Hours

- a. The parties agree that program and safety needs are of prime importance relative to the establishment of employee hours of work. However, within these parameters (program and safety needs), the parties recognize the importance of attempting to meet employees' wishes regarding hours of work. To this end, where consistent with safety and program needs, the Department of the Youth Authority shall schedule, in advance, Youth Counselor staff who work the evening shift so they may be relieved one hour after the last wards are put to bed. In the event the wards are put to bed early, Youth Counselors will work their shift as scheduled. This provision does not apply to Youth Authority camps or community-based programs.
- b. Youth Counselor scheduling patterns will afford the employee a minimum of eight (8) hours off between employer-assigned shifts. Involuntary overtime will be restricted to the same minimum; however, employees electing voluntary overtime which does not afford the minimum eight (8) hours off automatically waive the minimum provision. This provision does not prohibit the assignment of staff during designated emergencies.

11.04 Continuous Hours of Work/Dead Time

- a. Except in the case of an emergency, Bargaining Unit 6 employees shall not work in excess of sixteen (16) continuous hours in any given twenty-four (24) hour period. However, the parties

recognize that informational briefings of fifteen (15) minutes may be added before or after a regular shift, thus extending the sixteen (16) hours up to a maximum of sixteen (16) hours and fifteen (15) minutes.

- b. No Bargaining Unit 6 employee shall be allowed to work more than two "doubles" back-to-back.
- c. When a double involves one hour or less on standby time, it shall not be counted as work time under this Section, but will be paid time under hours of work.
- d. The State agrees to make its best effort to reduce or eliminate "dead time" for Unit 6 employees who work involuntary overtime hours. Where dead time exists, the State shall, subject to operational needs, try to schedule the employee to begin the overtime assignment immediately after the end of the employee's regular shift or hours.
- e. Each institution administration and local CCPOA chapter representatives shall meet locally, within the life of this Contract, to try to reduce the number of start and stop times.
- f. The State shall pay Unit 6 employees for up to the first sixty (60) minutes of dead time prior to an involuntary overtime assignment.

11.05 Exchange of Days Off--Shift Assignment (Mutual Swaps)

- a. Unit 6 employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:
 - (1) The employees make a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;
 - (2) The supervisor(s) approves the exchange; and
 - (3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential) which they would not have otherwise received.
- b. Once approved, shift changes shall not be subjected to further review, except for operational needs.
- c. Shift assignment positions under this Article are limited to:
 - (1) Correctional Officers
 - (2) Youth Counselors
 - (3) Group Supervisors
 - (4) Medical Technical Assistants
 - (5) Firefighters
- d. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap, with no doctor's slip, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the vacancy. The swap sheet shall inform the individuals swapping that the employee who fails to pay back the swap shall be subject to repaying the actual time (hour-for-hour) of filling in behind the vacancy. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. Once reimbursement is made by the employee, the employee may not be subject to adverse personnel action for this incident. In the event the employee fails to show because of illness or injury, he/she shall be required to provide a physician's statement which specifies the illness and/or

treatment that precluded the employee from reporting to work. No reimbursement shall be required if the employee provides such a doctor's slip.

- e. All swaps must be paid back within ninety (90) calendar days. Where the pay back cannot be accomplished without overtime being earned by one or both of the affected employees the requested swaps shall be denied.
- f. Probationary Unit 6 employees normally shall not be allowed to exchange hours of work with other employees in the same classification or level at all during the first three (3) months of their probationary period. During the remaining six (6) months of a Unit 6 employee's probationary period, the employee shall be allowed up to one swap per week.

11.06 Vacation/Work Week

For purposes of vacation scheduling, the work week shall start with first watch/graveyard shift on Monday and end at third watch/swing shift on Sunday.

11.07 Transporting Officer Hours

- a. Any Unit 6 employee assigned to transport inmates shall be compensated for all hours during which he/she is performing assigned duties. When on an overnight trip of eight (8) hours or more, a reasonable amount of time, not to exceed one-half («) hour, will be allowed to travel from the work site to a motel.
- b. When on an overnight trip of eight (8) hours or more, the Unit 6 employee shall be allowed a full eight (8) hours between shifts.

11.08 Overtime Checks

- a. Each institution shall make its best effort to process employees' overtime checks in the shortest possible time. Overtime checks shall be released to the employee as soon as possible following their receipt at the institution/facility/camp office. Upon notice from CCPOA, the State agrees to meet at a job site where issuance of overtime checks is consistently beyond the 15th of the month for the purpose of developing a mutually acceptable overtime check distribution process. Part of this process may include Express Service (mail, delivery service, or personal service) to the Controller's Office and, if possible, from the Controller's Office.
- b. Labor Management Committee on State Payroll System
The parties agree to establish a labor-management committee to consult with and advise the State Controller on possible changes to the State's payroll system that would result in a more efficient, cost effective and responsive payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and possible design of and transaction to a bi-weekly pay system. The committee shall be comprised of an equal number of management representatives and labor representatives. In addition, the Department of Personnel Administration shall designate a chairperson of the committee. The California Correctional Peace

Officers Association may send one representative who shall serve without loss of compensation. Nothing in this section shall be construed as CCPOA's acceptance of any of the proposed concepts nor in abrogation of the State's duty to meet and confer with CCPOA over "in scope" issues prior to any implementation of any proposal by the State.

11.09 Unused CTO

- a. The employer retains the option to "buy back" Unit 6 employees' accumulated CTO at or near the end of each fiscal year. In no case, except with approval of the affected employee, shall the employer, through the "buy-back" process, reduce a Unit 6 employee's CTO balance to less than forty (40) hours.

11.10 IST Overtime

Training of Unit 6 employees may be conducted either during regular work hours or during the employee's off-duty hours.

- a. An employee shall be compensated for all training received during off-duty hours when directed by management to attend the training during those hours.
- b. When an employee is directed to attend an in-service training course, and the course is only scheduled on the employee's regular day off, the employee shall be compensated in accordance with existing Call Back Rules.
- c. When an employee is directed to attend an in-service training course, and does attend on his/her regular day(s) off, pre-scheduled vacation, CTO, or holiday time, when an opportunity existed to attend in conjunction with his/her regular work hours, the employee will only be compensated for the actual time spent in training.
- d. When an employee is required to attend an IST class and the employee is only able to attend the class after an amount of standby, the employee shall be compensated for the standby time, not to exceed one (1) hour, at time-and-one-half.

11.11 Overtime

- a. All Unit 6 employees, except 7-K exempt Firefighters and Community Service Consultants, working more than forty (40) hours per week shall receive compensation at time- and-one-half.
- b. Notwithstanding any other contract provision or law to the contrary, time which a Unit 6 employee is excused from work because of sick leave shall not count as hours worked within the work week for purposes of determining if overtime has been earned.
- c. Employees who are required to remain at their duty posts during designated meal periods or who are required to perform duties during meal periods shall be compensated for the meal period at the appropriate rate of pay, provided the total number of hours worked during the week exceeds forty (40) hours.
- d. There shall be no change in the current hourly rate formula used to calculate overtime.

11.12 CYA Field Parole Agent Work Hours

- a. The normal work schedule for CYA Field Parole Agents shall be a

four (4) day or five (5) day work week of forty (40) hours work per week, but with no specified maximum number of hours per day. Each PA shall submit to the supervisor for approval a monthly work schedule one week prior to the beginning of each month. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. PAs will advise the supervisor of emergency changes no later than the next work day. If the PA does not submit a monthly work schedule, the supervisor shall schedule his/her work hours.

- b. All agents may schedule at least one four-ten-forty work week per month.

11.13 CYA, IPA and Casework Specialist Work Hours

- a. The normal work schedule for IPAs and Casework Specialists shall be a four (4) day or five (5) day work week of forty (40) hours per week, but with no specified maximum number of hours per day. Each IPA and Casework Specialist shall submit to the supervisor for approval a monthly work schedule one week prior to the beginning of each month. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. IPAs and Casework Specialists will advise the supervisor of emergency changes no later than the next work day. If the IPA or Casework Specialist does not submit a monthly work schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, ward/inmate contact, programs, custody and other routine or special assignments appropriate to the IPA and Casework Specialist classification and responsibilities.
- b. All IPAs and Casework Specialists may schedule at least one four-ten-forty work week per month.

11.14 Correctional Counselor Work Hours

- a. The normal work schedule for Correctional Counselors shall be either a four (4) day or five (5) day work week, of forty (40) hours per week, Monday through Friday. The Counselor may deviate from the normal work days or hours with prior supervisory approval.
- b. Each Correctional Counselor shall submit a work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the month. In submitting his/her schedule, for supervisory approval, each Correctional Counselor will propose whether or not he/she will take a lunch break during the period of time which is covered by that schedule. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, provided it meets the Correctional Counselor's duties, responsibilities and institutional needs. If a requested work schedule is denied, the reasons for the denial will be given to the employee in writing upon request. If the Counselor does not submit a monthly work schedule, the supervisor will assign the work schedule.
- c. Current daytime schedules will be maintained unless deviation therefrom is mutually agreed to by the supervisor and employee. The institution may require Correctional Counselors, excluding

camp counselors, working a given unit (on a non-overtime basis) to work up to one evening per week (up to 8:30 p.m.) based on legitimate institutional program needs. Evening work is defined as those hours worked after 6:00 p.m. None of this precludes scheduled or unscheduled overtime work.

- d. The supervisor may occasionally require a work schedule change for events that were not originally foreseen when the work schedule was originally submitted. This might occasionally include evening work or a weekend day based on legitimate institutional program needs. The supervisor shall give a seven (7) calendar days' prior notice for this temporary change.
- e. Employee-requested changes in the work schedule will require supervisory approval.

11.15 CDC Parole Agent Workweek

- a. The normal work schedule for CDC Parole Agents shall be a five (5) day, forty (40) hour workweek, as dictated by the workload and approved by the supervisor in accordance with paragraph d. below. The workweek shall start on Monday and end on Sunday. Parole Agents may elect the daily start and stop times, with the exception of the Office Day duty. Work schedules, subject to supervisor approval, will be scheduled between 7:00 a.m. and 9:00 p.m., except as emergency and operational needs dictate. The work periods may include, at an employee's discretion, an optional one (1) hour, or one-half (1/2) hour meal break which shall occur approximately in the middle of the work day.
- b. Additionally, all agents who carry parolee caseloads may schedule two 4-10-40 workweeks per month.
- c. No work will be routinely scheduled between the hours of 10:00 p.m. and 6:00 a.m. Each work day will be a minimum of at least four (4) work hours and a maximum not to exceed twelve (12) work hours, except as emergency and operational needs dictate.
- d. Work schedules will include four evenings per month, but no more than three weekend days per quarter if mandated by the supervisor. These mandated evenings and weekends shall be in the field. Two of the evenings each month will be worked until at least 7:00 p.m. and two evenings each month shall be worked until at least 8:00 p.m.
- e. Each Parole Agent shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The schedule will represent all work hours which shall include all regular and irregular work hours, work days, weekend work, evening work, days off, Office Day duty, and other special assigned responsibilities. The supervisor shall insure that all Agents comply with the scheduling requirements of the Contract and the meeting of operational needs. The supervisor shall approve, unless it can be documented that the scheduled work hours as submitted would be detrimental to the needs of the office or would hinder the Parole Agent in the performance of his/her duties and responsibilities, the work schedule at least three (3) days prior to the scheduled month. This documentation shall be provided upon the employee's request. If the Parole Agent does not submit a monthly work schedule, the supervisor will assign the work schedule. During the scheduled month the supervisor may

occasionally adjust the work hours based on operational needs with written justification to the Parole Agent. This adjustment shall not be intended to avoid the assignment of overtime if the Agent's workload requires overtime work. Parole Agent requested changes in the work schedules, excluding emergencies, will require prior supervisory approval. Parole Agents will advise the supervisor of emergency changes no later than the next work day.

- f. Recognizing the need for representatives from local law enforcement agencies to contact Parole Agents during nonscheduled work hours and days about parolee/inmates assigned to their supervision, Parole Agents shall have their home telephone number on file with all local law enforcement agencies in the geographical area covered by the Parole Agent's assigned unit. A state contracted answering service will comply with the above needs.
- g. Should a Parole Agent need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this Contract.
- h. Travel Time.
 - 1. Office days: When a Parole Agent has an "office day" or when he/she has to go to the office at the beginning of his/her shift, the Agent shall be paid beginning at the time of arrival at the office. Agents shall be required to go to the office before starting their shift on "office days" and on an infrequent basis necessitated only by management request.
 - 2. Field days: If, as usually will be the case, a Parole Agent leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the Parole Agent's home to the field contact location than the amount of time it takes the Parole Agent to travel from his/her home to the office, then the Parole Agent's work time shall start at the interval of time the Parole Agent usually uses to get to work.
 - 3. Emergencies or call back: If the Parole Agent is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or travelling for the period of time it usually takes to get to the office, the Parole Agent's work day shall start at the moment he/she suffers work.
 - 4. The Department shall enforce the 35-mile resident limit for all new hires, and shall implement the 35-mile rule for existing Parole Agents as vacancies occur or new positions become available.
- i. Agents may work as a team when working evenings or weekends with prior supervisory or AOD approval, when unusual circumstances exist which present potential risks or hazards that are greater than those inherent in the performance of the Parole Agent function. Such circumstances may include specific geographical areas, particular case dynamics, or documented threats to a Parole Agent. Approval will not be unreasonably denied. Any denials can be appealed as Health and Safety grievances per Section 7.01 of this Agreement.

11.16 CDC Parole Agent Re-Entry Standby

- a. Re-entry Standby is defined as an assignment whereby a Parole Agent must remain physically and geographically able to respond when contacted by telephone or electronic paging device to the re-entry facility. This assignment shall be in addition to the Agent's normal work schedule. The State will determine when and where Re-Entry Standby assignments, and back-up Agent assignments will be made.
- b. The Re-Entry Standby assignments will be normally assigned to a Parole Agent II. The State employer will accept Parole Agent I volunteers to work Re-Entry Standby as the second or back-up Agent on call-outs in the areas where the State has determined that a second or back-up Agent shall be assigned. However, when the State determines it is necessary to use Parole Agents I to assist in covering Re-Entry Standby responsibilities, and barring any unforeseen circumstance or operational necessity, the State shall accept Parole Agent I volunteers from the same staffing source from which Parole Agents II are drawn for Re-Entry Standby assignments. The Re-Entry Standby schedule shall be established by the State on a rotating basis for periods of time not to exceed six (6) months. When the State determines it necessary to use Parole Agents I, a sign-up roster shall be published to enlist volunteers. The State shall determine the number of assignments for which each Parole Agent I may volunteer. If more than one Parole Agent I volunteers for any given week period, the one with the most Bargaining Unit 6 seniority normally will be picked to work that slot. If any weeks remain unassigned the State employer may then assign Parole Agents I to the remaining vacant slots based on inverse seniority. No Parole Agent I shall be involuntarily assigned to more than one standby assignment during the scheduling period, unless an operational need exists, until all Parole Agents I in the designated staffing source have been selected or assigned.
- c. Any time a Parole Agent is on standby for a period of seven (7) consecutive days, he/she shall receive fourteen (14) hours of compensating time off (CTO) for each Re-Entry Standby assignment. The Parole Agent will receive cash compensation for CTO if funds are available in the budget.
- d. If the Re-Entry Standby Agent is called out of his/her home while performing Re-Entry Standby duty, he/she will do so with prior AOD authorization. Said duty shall be considered overtime hours worked.
- e. Should a Parole Agent be on standby less than seven (7) consecutive days, the CTO compensation will be approximately prorated for the number of days worked.
- f. Agents assigned to Re-Entry Standby duty on any holiday recognized in Section 10.11 b. of this Contract, shall be compensated with an additional eight (8) hours of holiday credit. No employee shall be required to work more than one holiday in a row, except for holidays in the same week, or the same holiday two years in a row.

11.17 Permanent Intermittent Appointments

- a. A Permanent Intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A Permanent Intermittent Employee may work up to 1500 hours in any

calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each Department. The State will make every effort to offer each Permanent Intermittent an average of 100 hours of work per pay period provided that work is available. Disputes regarding this paragraph will be grievable only up to the third level of the grievance procedure.

- b. Each Department may establish an exclusive pool of Permanent Intermittent Employees based upon operational need.
- c. Each Department will endeavor to provide Permanent Intermittent Employees reasonable advance notice of their work schedule.
- d. Upon mutual agreement, a department head or designee may grant a Permanent Intermittent Employee a period of non-availability not to exceed twelve months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- e. A Permanent Intermittent Employee will become eligible for each credit in the following manner:
 - (1) Sick Leave: A Permanent Intermittent Employee in Bargaining Unit 6 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of a period of one hundred, sixty (160) hours of paid employment. The hours in excess of one hundred, sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. A Permanent Intermittent Employee shall not be removed from scheduled work hours because he/she is on sick leave.
 - (2) Vacation Leave: A Permanent Intermittent Employee will be eligible for vacation leave credit with pay as defined in Article X, Section 10.01 on the first day of the following qualifying monthly pay period following completion of nine hundred, sixty (960) hours of compensated work. Upon completion of the initial nine hundred, sixty (960) hours of compensated work, the Permanent Intermittent Employee shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, a Permanent Intermittent Employee will be eligible for vacation credit with pay in accordance with the schedule in Article X, Section 10.01 on the first day of the qualifying monthly pay period following the completion of each period of one hundred, sixty (160) hours of paid employment. The hours in excess of one hundred, sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
 - (a) pay the Permanent Intermittent Employee in a lump sum payment for accumulated vacation leave credits; or
 - (b) schedule the Permanent Intermittent Employee for vacation leave; or
 - (c) allow the Permanent Intermittent Employee to retain his/her vacation credits; or
 - (d) effect a combination of (a), (b) or (c) above.
 - (3) Holidays: A Permanent Intermittent Employee will be eligible for holiday pay on a pro-rata basis, based on hours worked during the pay period when the holiday occurred in accordance with Article X, Section 10.11, Holidays and DPA policies and

rules.

- (4) Bereavement Leave: A Permanent Intermittent Employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days in accordance with Article X, Section 10.07.
 - (5) Jury Duty: A Permanent Intermittent Employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A Permanent Intermittent Employee shall not be removed from scheduled work hours because he/she is on jury duty.
 - (6) Non-Industrial Disability Leave: Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of nine hundred, sixty (960) hours of compensated work.
- f. Benefits -- Health, Dental, & Vision: A Permanent Intermittent Employee will be eligible during each calendar year for health/dental/vision benefits if the employee works at least half time, has an appointment for more than six (6) months, and must have been credited with a minimum of four hundred, eighty (480) paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, an employee must be credited with a minimum of four hundred, eighty (480) paid hours in a designated six (6) month period or nine hundred, sixty (960) paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible Permanent Intermittent Employee must enroll in a health/dental/vision benefit plan within sixty (60) calendar days from his/her date of qualification.
- g. Probationary Period: The probationary period for PIEs is the same as for the equivalent full-time, permanent classification. For example, the probationary period for COs is nine months. A PIE CO must work the equivalent of nine months or fourteen hundred (1400) hours. The first probation report should be due after the completion of four hundred, eighty (480) hours, the second after the completion of nine hundred, sixty (960) hours and the third (final) after the completion of fourteen hundred, forty (1440) hours. Hours in excess of one hundred, seventy-six (176) or twenty-two (22) days in a monthly pay period shall not be counted or accumulated. Any disputes regarding probationary periods are appealable to the SPB.
- h. Merit Salary Adjustment: A PIE becomes eligible for a Merit Salary Adjustment on the first of the monthly pay period next following completion of twelve months of qualifying service (nineteen hundred, twenty [1920 hours]) after:
- (1) appointment, or

- (2) last merit salary adjustment
- i. Uniform Allowance: The Department of Corrections pays a uniform allowance to eligible Bargaining Unit 6 employees (COs & GSs) who are required to wear a uniform. An eligible employee is a permanent (either full-time or less than full-time) employee who has successfully completed probation. The current amount for uniform allowance (1992-93 contract year) is \$310 per year for an employee who wears a uniform less than full-time and \$530 per year for an employee who is required to wear a uniform on a full-time basis. A PIE employee must be credited with one thousand, forty (1040) paid hours to become eligible to receive a yearly uniform allowance of \$530.
 - j. Retirement: A Bargaining Unit 6 PIE qualifies for retirement after working one thousand (1000) hours in a fiscal year (July 1 through June 30). All hours paid in a pay period are credited towards retirement eligibility. After accruing one thousand (1000) hours in a fiscal year, a portion of each employee's monthly pay is deducted and put into the Retirement Fund. In addition, the State contributes an amount on an employee's behalf each month according to a formula. All Bargaining Unit 6 Correctional Peace Officers fall under the Public Employee's Retirement System (PERS); State Peace Officer/Firefighter 2.5% at 55 years of age coverage - one of the very best PERS retirement packages. Specific information on retirement benefits may be obtained from PERS.
 - k. Seniority: A Bargaining Unit 6 PIE shall be granted one month seniority credit following the completion of one hundred, sixty (160) hours of paid employment, whichever is a higher accrual rate within the same period of time. The hours in excess of one hundred, sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.
 - l. Each Department will establish a date by which its Permanent Intermittent Employees shall receive their regular pay.
 - m. All remaining conditions of employment that relate to the employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

11.18 CYA Transportation Officer Work Hours

All CYA Transportation Officers shall work a straight eight (8) hour workday; except any given Transportation Officer may, with the supervisor's approval, take a lunch break if that TO's job assignment does not preclude the TO from taking a lunch break.

11.19 CDC Field Parole Agent Caseload Audits

- a. After each CDC Field Parole Agent has had his/her caseload routinely audited by the supervisor, the person performing the audit must, within ten (10) workdays of the completion of the audit, provide to that Parole Agent a written summary of the audit. This will include deficiencies, requirements that are waived as a result of excessive caseload, and those areas that the Parole Agent is performing to expectations or higher.
- b. Grievances under this section may be grieved no further than the third level of the grievance procedure.

11.20 MTA Standby

- a. MTA Standby is defined as an assignment whereby a Medical Technical Assistant must remain physically and geographically able to respond when contacted by telephone or electronic paging device to the institution. This assignment shall be in addition to the MTA's normal work schedule.
- b. Any time an MTA is on standby for a period of seven (7) consecutive days, he/she shall receive fourteen (14) hours of Compensating Time Off (CTO) for each standby assignment.
- c. If the MTA is called out of his/her home while performing standby duty, said duty shall be considered callback.
- d. Should an MTA be on standby less than seven (7) consecutive days, the compensation will be appropriately pro-rated for the number of days worked.
- e. MTAs assigned to standby duty on any holiday recognized in Section 10.11 b., of this Contract, shall be compensated with an additional eight (8) hours of holiday credit. No employee shall be required to work more than one holiday in a row except for holidays in the same week, or the same holiday two years in a row, except where the MTA is the sole, qualified individual for the function.

11.21 Off Duty Contact

An employee who is required by the supervisor to conduct business telephone calls outside his or her work hours of more than 7-1/2 minutes will receive credit for time worked. This section does not apply when a business call results in a call back to work.

11.22 Reduced Time Work

Unit 6 employees are hereby noticed that they may participate in a reduced work time program pursuant to Government Code Sections 19996.20 through 19996.24. Alleged violations of these Government Code Sections shall be appealable through the grievance procedure, but are not arbitrable.

11.23 Definition of Third Watch

12:00 p.m. (noon) to 8:00 p.m. and 1:00 p.m. to 9:00 p.m. shifts are to be defined as third watch shifts. An employee who works such a shift, however, will only be eligible for night shift differential pursuant to the terms of paragraph 15.03.

ARTICLE XII WORKLOADS

12.01 Correctional Counselor Workload

- a. The Department of Corrections shall provide equitable workload assignments for all Correctional Counselors within an institution.
- b. The status of Correctional Counselor workload assignments shall be monitored by management, and appropriate steps will be taken to balance the workload. Management shall authorize overtime, when necessary, or a reasonable accommodation will be made to avoid unrealistic work expectations. For example, Correctional Counselors utilized for short term acting assignments which preclude them from performing their full range of normal duties

- shall be reasonably accommodated by rescheduling the normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a critical need exists.
- c. The State shall fill vacant positions and/or new positions in a timely manner.
 - d. In order to increase inmate access to Counselors, Correctional Counselors shall be able to ducat inmates for classification and other related casework subject to administrative approval.

12.02 Correctional Counselor Workload Study

The Department of Corrections agrees to either initiate a new Correctional Counselor Workload Study or to finalize, by June 30, 1992, the present pending Correctional Counselor Workload Study. When the findings of either study are finalized and validated, appropriate resource adjustments shall be pursued by the Department. If the Department is unable to obtain appropriate resource adjustments, then CCPOA can re-open Section 12.01 of the Contract.

12.03 CDC Parole Agent Workload (This Section is subject to Change due to Ongoing Negotiations)

The State of California, Department of Corrections, and the California Correctional Peace Officers Association (CCPOA) agree, due to budget constraints, that Parole Agents' workload will be modified. Therefore it is agreed that interim modification will be made in the current parole model, as specified below, to be effective October 1, 1991.

It is understood and agreed that interim modifications to the current parole model are temporary in nature; and, as circumstances change, may have to be adjusted. If such changes are required, the State and CCPOA agree to renegotiate this interim parole model. Additionally, it is the State's intent to study its operations division-wide in terms of how best to carry out its mission, how best to allocate work among various classifications, how best to allocate work within any particular classification, whether to introduce new technologies and, if so, how to implement those new technologies, examination of contracting out policies, and so on. It is recognized by the parties that the broad range of these topics involve matters, some of which are management prerogatives, but would require negotiations over their impact if implemented, and some of which are negotiable in and of themselves. In conducting such a broad examination of how its mission is implemented, the Parole Division will notice CCPOA of significant topics to be examined and agrees to meet and discuss with CCPOA regarding those topics. Should the State desire to implement change in an area that requires full negotiations, the State will comply with the obligations to notice and meet and confer under 19.01, Entire Agreement of the 1992-95 MOU. This paragraph is not intended to increase nor to diminish either party's obligations or position under Section 19.01 of the 1992-95 MOU or the Dills Act.

- a. The Parole Division's system for determining workload for case carrying Parole Agents assigns each felon and non-felon case a point value dependent upon its classification as follows:
 - (1) Minimum Supervision Cases (M/S) - 1 point each
 - (2) Control/Services Cases (C/S) - 2 points each
 - (3) High Control (H/C) High Service (H/S) Cases - 3 points eachUtilizing these point values, the standard workload for a case carrying Agent (based on the 1600 hours available per year) is 140 M/S cases, 70 C/S cases, 46 H/C--H/S cases or any combination

thereof totaling 140 points. Where the Parole Unit is not computerized, the points for each case will be placed in the left-hand margin next to the parolee's name on the Agent's monthly roster (CDC 1553). Whether the agent's monthly roster is computerized or manual the Agent is responsible to ensure its accuracy. On the first of each month, the supervisor will utilize the Agent's roster to determine the workload assigned. During the month, after the normal reconciliation of cases, if the Agent's point total exceeds 140, any overage may be presented to the supervisor for further adjustment. Should the total exceed 140 points, the supervisor will have seven (7) working days from the time of presentation in which to decrease the workload for that Agent in the following order:

- (1) Reduce the workload by reclassifying cases so that the workload is 140 points; or, if this first preference is not feasible,
- (2) Modify the specifications in such a fashion that the workload is equal to 140 points or less.

If the caseload remains above 140 points after steps (1) and (2) above, the Agent shall be allowed one-half («) hour of overtime per point over 140. This does not limit overtime under Section 11.11 of this MOU.

- b. The Release Program Study, Parole Assessment form, CDC 611 (1/91) shall be used to classify a case into one of four supervision categories. There is no requirement to utilize this form for N-number cases. Any exception to the following must be approved in advance by the unit supervisor:

- (1) High Control or High Service Cases: (Numerical designation of "3"). The following minimum contact requirements will apply to these cases:
 - (a) Parolee will be seen face to face by the first working day following release. In most cases it is expected that this meeting will take place at the office. The initial interview will be conducted no later than the third working day following release.
 - (b) Each quarter there will be four field contacts, one per month must be at the parolee's residence. The first face-to-face residential contact for H/C and H/S cases must be within seven (7) working days following release from custody.
 - (c) Each 30 days there will be two collateral contacts.
 - (d) If anti-narcotic testing applies, the minimum testing schedule will be four tests per quarter with at least one per month.
 - (e) Contacts and testing above these minimums may be imposed by the unit supervisor on a case-by-case basis with written justification or as imposed by respective paroling boards.
 - (f) Cases in the H/C and H/S categories will be reviewed 30 calendar days after assignment to that classification and, if retained, each 60 calendar days thereafter. Cases may be reduced by the unit supervisor to a C/S level when the high level of supervision is no longer deemed necessary.
- (2) Control/Service Cases: (Numerical designation of "2"). The following minimum contact requirements will apply to these cases:

- (a) C/S cases will be seen face to face by the first working day following release from custody. In most cases, it is expected that this meeting will take place at the office. When possible, the initial interview will be conducted no later than the third working day following release.
 - (b) Two face-to-face field contacts per quarter, with one being at the parolee's residence. One face-to-face field contact at the parolee's residence within 15 working days following release.
 - (c) One (1) collateral contact per quarter.
 - (d) For those parolees required to test, felon parolees will be tested twice every quarter; non-felon two times each 30 days unless NAEA approves a reduced testing schedule.
 - (e) C/S parolees who complete 180 days of satisfactory parole will be assigned to Minimum Supervision. Exceptions to this will include Penal Code 290, Parole Outpatient Clinic, known institutional gang cases and high notoriety cases. Other cases may be maintained at the C/S level by the unit supervisor via a case review. Cases may be reduced to M/S prior to the 180-day point by the unit supervisor.
 - (f) Non-felon cases may not be reduced to M/S without NAEA approval.
- (3) Minimum Supervision Cases: (Numerical designation of "1"). The following minimum contact requirements will apply to these cases:
- (a) If initially paroled to M/S, the initial interview will be conducted within three (3) working days from release from custody. In most cases, it is expected that this meeting will take place at the office.
 - (b) If initially paroled to M/S, one face-to-face contact at parolee's residence within 30 calendar days of release. If the initial interview was conducted at the parolee's residence, then this requirement will be considered satisfied.
 - (c) When not initially paroled to M/S, one face-to-face contact at parolee's residence within 30 calendar days of assignment to M/S. If there has been a face-to-face contact at the parolee's residence within 30 calendar days preceding the reclassification, this contract requirement is waived.
 - (d) The AOR will:
 - (i) Monitor subject's activities via written monthly reports. Should the parolee fail to submit a report by the 5th of the month, AOR will attempt to contact the parolee. If unable to do so within 10 days, the AOR must conference case with the Unit Supervisor.
 - (ii) Obtain a CII Rap Sheet 30 days prior to discharge review.
 - (iii) Make one face-to-face contact in the month prior to discharge. If retained on parole, make two field contacts annually.
- c. Jail cases may be reduced to a level "1" at the point that the Board of Prison Terms or NAEA take their final action. For cause, cases may remain at level "2" with approval

of the unit supervisor.

- (1) While in custody, the AOR will:
 - (a) Conduct one collateral contact with the appropriate agencies to track court status and/or other changes.
 - (b) Communicate reporting instructions to parolees prior to release from custody.
- d. When the NAEA requires weekly testing, the non-felon (N#) may be classified as a level "3" case until that special condition has been removed.

The unit supervisor shall have the ability to reduce non-felon (N#) cases to a level "2" case upon completion of six (6) months of clean parole irrespective of whether weekly testing remains a special condition.
- e. The time frame for Agents to conduct the investigation and sign the violation report will be six (6) working days following placement of the hold.
- f. The Parole Agent II that functions in the Parole Agent III's absence as lead-person will carry three-fourths (3/4) of a regular caseload, regardless of classification (H/C, C/S or minimum).

12.04 CDC Parole Agent Workload Study

- a. The State agrees to meet and receive input from CCPOA on how to streamline, and possibly do away with, some of the CDC Parole agent paperwork.
- b. The State agrees that should it decide to substantially change the "parole model" in the future, it will do so only in ways that do not change the wages, hours, and other terms and conditions of employment. If "in scope" issues are not impacted, the State agrees to meet and discuss any new Parole Agent Manual changes or "parole model" rewrites with CCPOA to explain in detail the proposed changes, receive input from CCPOA, and reply to CCPOA prior to any changes becoming effective. If wages, hours, and other terms and conditions of employment are impacted, the State agrees to follow the normal meet and confer process.

12.05 Institutional Parole Agent Workload (CYA)

- a. The State shall continue to use budgetary staffing ratios for Institutional Parole Agents as established by the Legislature, which ranges from one-hundred (100) to one (1) down to fifty (50) to one (1) wards/inmates per IPA depending upon the housing unit and/or program that the IPA is assigned to. IPAs shall, with prior approval from the supervisor, handle excess workload assignments on an overtime basis.
- b. The State shall fill vacant positions and/or new positions in an expeditious and timely manner.

12.06 Youth Counselor/Shift Duties

- a. Program Managers will establish specific statements which delineate shift duties. These statements will provide the daily work assignments and will include casework time, as well as a priority list of major duties, for each Youth Counselor, unless precluded by operational needs. These duties will include locker searches, recreation, movements, and other activities requiring

- appreciable time to accomplish. Duties not included are those that are routine and operational such as requests for toothbrushes, response to phone information, and emergencies.
- b. Any scheduled time (casework, etc.) that has been lost due to operational needs must be re-scheduled by the Program Managers.
 - c. Youth Counselors will not be held accountable for lost scheduled time, as well as the work that was to be performed during that scheduled time, that is not re-scheduled by the Program Manager.

12.07 Youth Counselor Workload

- a. The Youth Counselor caseload will normally be eleven (11) wards. Any additional ward assigned to a Youth Counselor's caseload or unusual casework demands may be handled under the casework overtime provision, with the approval of the appropriate supervisor.
Compensation shall be at one and one-half times the normal rate of the Youth Counselor.
- b. Youth Counselors will be allocated casework time consistent with assigned workload. The goal for the allocation of time should be one hour per week per ward for each Youth Counselor.
As stated above in Section 12.06, the expectation requires the Youth Counselor to work closely with his/her supervisor in scheduling within the guidelines of the treatment program. Casework time does not abrogate the Youth Counselor from his/her responsibility to respond to emergencies.
- c. For casework purposes, Youth Counselors will be permitted to hold back or have brought to them wards who are assigned in school and trade. Since casework is an integral part of the Youth Authority program, casework will be considered part of the Youth Authority's educational and rehabilitative program.
The Program Manager will monitor all hold-backs or call-backs to ensure that they do not impact on required attendance or the function of any work/trade program. The Program Manager will not arbitrarily and capriciously withhold approval.

12.08 CYA Staffing/Ward Population

The Youth Authority agrees that institutional and camp population will be distributed and balanced in a manner that will provide for optimum staff and ward safety, under circumstances prevailing at that time, while maintaining a full range of program services given operational needs and constraints.

- a. The Youth Authority agrees that open dorms shall be staffed by seven (7) post coverage (which includes the first watch Group Supervisor post) when the physical ward count reaches sixty (60). A unit will receive an additional Youth Counselor post when an additional ten (10) wards are assigned.
- b. In housing units containing individual rooms, there shall be seven (7) post coverage (which includes the first watch Group Supervisor post) when the physical ward count reaches seventy (70).
If the physical ward count exceeds seventy (70) in a given housing unit, the unit will receive an additional Youth Counselor post when an additional ten (10) wards are assigned.
- c. The Youth Authority retains the right to increase individual living unit population by six (6) in order to maintain equity in

assignments. Thereafter, the Youth Authority agrees that one living unit at a time will be increased by a minimum of four (4) individual wards in order to afford additional posting as outlined in a. and b. above. It is not the intent of the Department to contravene a. and b. above.

- d. The Youth Authority agrees to notice and meet and confer with CCPOA over the impact of overcrowding as it relates to the utilization of nontraditional living areas for the housing of wards. This will also include meeting and conferring over the impact of overcrowding when any housing unit experiences overcrowding of one hundred, ninety (190) percent or more.

12.09 Post Orders/Duty Statements

Upon request, the local CCPOA chapter will be provided access to existing post orders/duty statements for review, and may make recommendations for changes to the Warden/Superintendent or designee.

ARTICLE XIII TRANSFER, SENIORITY, OVERTIME AND LAYOFF

13.01 Seniority

- a. Unless otherwise specified in this Agreement, "seniority" shall be computed by "total time" (as defined below) in classes represented by Unit 6 and in Correctional Peace Officer classes as defined by Section 830.5 of the Penal Code. "Total time" is calculated as the period of time since the hire date, unless there has been a break in service of less than twelve (12) months, in which case the employee shall receive an adjusted seniority date upon return to a Unit 6 classification. An employee shall not accrue seniority during a break in service. A break in service from the Unit of longer than twelve (12) months shall result in a totally new seniority date based upon the employee's return to a Unit 6 classification.
- b. Full-time personnel shall be credited with one month's worth of seniority for any month in which he/she has worked at least eleven (11) days in a qualifying pay period. For intermittent and part-time employees, "total time" is measured by granting one month of seniority credit following the completion of one hundred and sixty (160) hours of paid employment. The hours in excess of one hundred and sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.
- c. Under this provision a leave of absence or a Training and Development assignment does not constitute a break in service. However, when an Unit 6 employee is on a leave of absence or a Training and Development assignment, excluding a leave for union business, the employee's time while on leave is not to be counted for purposes of computing total seniority. (See Appendix Item #9)
- d. Ties in seniority shall be broken by examining each employee's last four digits of his/her social security number. The employee with the lowest social security number will be considered the most senior.

13.02 Permanent Involuntary Transfer By Inverse Seniority

- a. When there are two (2) or more employees in a class, and the Department determines an involuntary transfer to a position in the same class is required, or to an appropriate class as designated by the State Personnel Board, in a location which reasonably requires that an employee change his/her place of residence, or which involves a change in the appointing authority, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by operational needs of the Departments or in emergency situations under existing Government Code Sections and Department of Personnel Administration Rules.
- b. For reimbursement purposes only, existing Department of Personnel Administration and Board of Control rules shall be utilized to determine whether a transfer reasonably requires the involuntarily transferred employee to change his/her place of residence.
- c. In the event the State needs to staff a new facility, the parties mutually agree to meet and confer to develop a mutually satisfactory method which takes into consideration voluntary transfers, involuntary transfers by inverse seniority and transfers required to meet operational needs.

13.03 Temporary Involuntary Reassignments and Transfers

- a. For the purposes of this section, temporary transfer or reassignment is a change in institution, camp or community-based program or office of not more than thirty (30) working days.
- b. In all cases, the State shall first attempt to fill vacant positions through voluntary means.
- c. If a position cannot be filled through voluntary means, and the temporary assignment or transfer requires the employee to be away from his/her permanent place of residence, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by the operational needs of the Departments or in emergency situations.
- d. Employees who are involuntarily assigned shall receive short term per diem for the first thirty (30) days of their assignment and if required to work past the thirty (30) days assignment, short term per diem will commence on the 31st day and continue for each day the employee is removed from his/her place of permanent residence.
- e. Should the temporary involuntary transfer or reassignment require a temporary change of residence, and be within one of the parole divisions of the Department, the State and CCPOA shall meet and confer to identify the pool of employees (the region or area) from which the person(s) to be involuntarily transferred on a temporary basis shall be drawn. In any event, the person(s) selected shall be picked by inverse seniority based on time in Unit 6.
- f. No Unit 6 employee may be transferred or reassigned under this section more than one time per fiscal year.
- g. This section shall not affect any per diem right the employee may have.

13.04 Employee Requested Transfers

- a. The State has varying needs to fill vacant positions by using existing eligible lists, involuntary transfers, reassignments or other selection methods. A part of these needs may be to fill a position for such reasons as affirmative action, special skills, abilities or aptitudes.
The parties acknowledge that the needs of the State must be given first priority when the State deems it necessary to fill a vacant position. The parties further acknowledge the varying employee desires to permanently transfer to another location, within the employee's department and classification, which the employee deems more desirable. Therefore, the following procedure is established to facilitate employee requests to transfer to a position within the employee's Department at another location:
- b. Employees desiring to transfer shall apply in writing in a manner prescribed by the State to the appointing authority (Warden/Superintendent/Parole Region Administrator) of the location to which the employee desires to transfer. Such requests shall be to permanent positions in the same Department within the employee's same classification. The employee's written requests shall be placed in seniority order with those of others who have similarly filed a request to the same position at the location. The appointing power or designee shall provide the employee submitting a request for transfer with an acknowledgment of receipt of the transfer request. Employee requests shall be kept on file at the location through June 30 of each fiscal year or removed earlier at the request of the employee. At the request of the CCPOA Chapter President, the location of employee transfer files will be furnished to the Chapter President.
- c. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be interviewed. The policy of the Department is to approve requests for transfer where the employee's performance has been satisfactory and where there is no clear evidence that such a transfer would be adverse to the best interest of the Department, for example, such as an adverse action given within the last three years, a current LOI/WID in the file, or present status on the "Extraordinary Sick Leave Usage" list, or a specifically enunciated poor attitude demonstrated in the interview. If an employee is not approved for transfer, he/she must be informed in writing of the specific reasons for said denial. Denial must be for some specific reason relating to poor performance or other specific reason that arose during the interview and cannot be based solely on uncorroborated information from some anonymous source.
- d. If the State chooses to fill vacant positions by transfer, but has specified the need to fill positions based on special skills, abilities or aptitudes, paragraph c. above need not apply.
- e. Those employees who obtained employee-requested transfer under the provisions of this section shall not be eligible to utilize the provisions of this section for a period of one (1) year from the effective date of such transfer unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.
- f. This procedure may be superseded in favor of an employee requesting a transfer based on a bona fide hardship. If the matter is contested, the appointing power or designee shall

explain the basis for the waiving of this section to CCPOA's local Chief Job Steward or designee and/or CCPOA's representative.

13.05 Voluntary Overtime By Seniority

- a. Employees in Bargaining Unit 6 shall be assigned voluntary overtime by seniority except where precluded by operational needs of the Departments or in emergency situations. Existing caps on voluntary overtime shall continue; where they do not exist, reasonable caps may be negotiated locally by the parties. There shall be no yearly caps. All other existing rules and policies regarding voluntary overtime continue to remain in effect.
- b. Each Warden/Superintendent will establish a means by which a Bargaining Unit 6 employee may sign up for an overtime shift. The order of call for voluntary overtime shall normally be from the voluntary overtime roster. However, if the overtime assignment becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the most senior employee whose name appears on the voluntary overtime roster and who is currently on duty.
- c. Due to the limited number of staff in camps, camps shall be excluded from this provision. Overtime at camps shall be on a rotational basis.
- d. In addition to the above within the Department of the Youth Authority, overtime under this provision shall be offered by seniority by classification. When there are no volunteers on the appropriate list within the classification, the Department shall use the following options in descending order:
 - (1) Use the volunteers from an appropriate classification (i.e., Youth Counselors can work for Group Supervisors and vice versa);
 - (2) Use the involuntary overtime provisions; or,
 - (3) Take necessary action to ensure adequate coverage.
- e. Existing institutional sign-up procedures and policies in effect during the terms of this Contract will not be changed without local negotiations.
- f. When an outside employer engages Correctional Peace Officers to work for a project on departmental grounds, the Unit 6 employees will be hired on an overtime basis pursuant to this section, or be placed on special assignment to work, and their positions filled behind with a PIE or on an overtime basis pursuant to this section, except if the position is not normally filled behind.
- g. When it is determined a violation of this Section has occurred, the "wronged" employee shall be entitled to four (4) hours pay at time-and-one-half (or six [6] hours pay at straight time).

13.06 Involuntary Overtime by Inverse Seniority

- a. Employees in Bargaining Unit 6 shall be assigned involuntary overtime on a rotating basis by inverse seniority except when precluded by operational needs of the Departments or in emergency situations. Specifically excluded from this section are camps and other CDC community-based programs.
- b. In the Departments, the junior seventy percent (70%) of the employees assigned overtime in a particular classification shall

only be assigned involuntary overtime twice during a monthly pay period before the senior remaining thirty percent (30%) of the employees are required to work involuntary overtime. If after the junior seventy percent (70%) have been worked twice in any monthly pay period and the senior thirty percent (30%) once in that same monthly pay period, then the junior seventy percent (70%) shall be required to work again.

- c. Normally employees will not be assigned involuntary overtime on their regular day off (RDO).
- d. The Departments will make reasonable efforts to canvass on-duty employee volunteers prior to the implementation of this Contract section.

13.07 Shift Assignment/Regular Days Off Preference Assignment By Seniority/CDC

- a. Shift Assignments by Seniority (Watch Preference):
 - (1) There shall be sixty percent (60/40) of the Correctional Officer shift assignments in the California Department of Corrections allotted according to seniority at each institution or facility.
 - (2) There shall be sixty percent (60/40) of the Medical Technical Assistant shift assignments in the California Department of Corrections allotted according to seniority at each institution having thirty (30) or more MTA positions.
 - (3) The word "assignment" as used in this section is synonymous with that of "position".
- b. Regular Days Off (RDOs) Preference Assignments by Seniority:
 - (1) Beginning January 1, 1993, there shall be sixty percent (60/40) of the Correctional Officer weekend day RDOs (Friday/Saturday, Saturday/Sunday, Sunday/Monday) on each watch at each institution assigned on a seniority basis, excluding any camp, community correctional facility, parole region, headquarters division, California Institution for Men (CIM), California State Prison at Avenal, or Folsom State Prison.
 - (2) This section is limited to Correctional Officers with permanent, full-time status, permanently assigned to and working at an institution. Eligible employees may participate only in their institution's RDO preference assignment system. Apprentices are excluded from the rights and privileges in this section. This program will occur in three phases. Phase I will be the planning phase; Phase II will be the implementation phase; and Phase III will be the maintenance phase.
 - (3) Planning Phase:
Beginning no earlier than September 1992 and ending no later than October 31, 1992, Management and the CCPOA will conduct a series of planning and implementation meetings in Sacramento to affect the system. The standard forms and procedures for preference selection shall be mutually agreed upon by the parties during these meetings, in conformance with the concepts listed hereafter.
 - (4) Implementation Phase:
 - (a) On each watch, sixty percent (60%) of all weekend day RDO assignments will be filled on a seniority basis. Management at each institution, in conjunction with the

local CCPOA Chapter President, will calculate this number.

- (b) The selection of weekend day RDO assignments will be separate and apart from watch preference selection and shall be based on the employee's seniority for the watch to which he/she is assigned. No additional seniority assignments will be made after the RDO assignments are published. Participation in the RDO preference selection system by an employee is a totally voluntary act. At the time employees submit their 60/40 watch preference requests, eligible employees are to indicate their interest in being considered for weekend day RDOs. As watch assignments are made, eligible employees will be placed into available weekend day RDO assignments in January of each year. The final RDO assignments made will be published and available through the Personnel Movement Sheet. Upon completion of the apprenticeship period, an otherwise eligible employee may submit, in writing, his/her weekend day RDO preference request. When a requested weekend day RDO preference slot becomes vacant, the most senior, eligible, employee requesting a weekend day RDO shall be assigned to it. Once assigned, the employee shall remain in that RDO slot until the next annual RDO and watch-preference bid.

(5) Maintenance Phase:

After the initial RDO Assignments have been made, the following steps will be adhered to regarding maintenance of the system:

- (a) Short term absences of not more than one hundred, twenty (120) calendar days from the employee's RDO Assignment, including special assignments, injuries on duty, and acting assignments, will not preclude the employee's return to the assignment within seven (7) calendar days of being determined qualified to resume the duties of assignment.
- (b) Normal submissions for RDO preference will be conducted annually, in conjunction with 60/40 watch preference requests.
- (c) This provision does not abridge management's right to determine if an employee possesses the knowledge, skills, abilities and other necessary and desirable qualifications for any assignment. The eligible employee must maintain the necessary qualifications and requirements of any assignment into which that employee is placed resulting from the employee's participation under this system.
- (d) The application of this provision shall not interfere with management's need to ensure an ethnic and gender balanced work force, nor shall it restrict or interfere with the training and development of employees.
- (e) In order to participate in, and maintain rights and privileges in this section, the employee must maintain standard or better over-all performance ratings, and be free from Adverse Personnel Actions for the preceding three years, unless a specific exemption is made by the appointing power.

- (f) If for some reason other than specified above, it becomes necessary to job change an employee who has exercised his/her eligibility for a weekend day RDO preference, that employee shall be job changed to a new post possessing the same RDOs on the same watch.
 - (g) RDOs of the designated weekend day RDO preference assignment positions will not normally be realigned once the assignments have been made. If a realignment becomes necessary based upon a major program or major operational need, local management will meet and discuss any potential changes with CCPOA prior to implementation of such realignment.
 - (h) For purposes of expressing an RDO Preference Assignment, the Chief Job Steward shall be given "super" seniority in order to select an assignment with Saturdays and Sundays off, if he/she so chooses.
- (6) Correction of Seniority Dates Computed in Error:
 - (a) Employees alleging seniority scores computed in error shall submit the complaint to the second level of review for resolution within fifteen (15) days of RDO assignments being published. The second level shall be the final level of review in the grievance process.
 - (b) Errors in favor of the employee will result in the adjustment of the employee's seniority score at his/her institution. The employee shall have a right to his/her RDO selection, if the seniority score would have originally resulted in an appropriate RDO placement.
 - (c) Placement of an employee in an RDO assignment due to the discovery and correction of a seniority score computed in error shall not be grievable by the employee being replaced. However, that employee has the right to go back on the waiting list for the next available weekend day RDO slot matching his/her bid.
- c. Personnel-Preferred Post Assignments by Seniority/CDC (Pilot Project):
 - (1) Effective January 1, 1993, there shall be sixty percent (60/40) of the qualifying Correctional Officer post assignments at California Institution for Men (CIM), California State Prison at Avenal, and Folsom State Prison assigned by seniority, as a pilot project for the duration of this Contract. See Appendix Item #10 for specifics.
 - (2) After the one year pilot project there will be an evaluation process as defined in the Appendix. The evaluation process will assess the effects of the Personnel Preferred Post Assignment project at each pilot institution. Management, with the assistance of the Joint Labor Management Committee, will make recommendations if necessary, for any modifications to the Personnel Preferred Post Assignment Project.
 - (3) Effective January 1, 1995, the State shall expand this program to DVI and RJD and CMC.
 - (4) As this program is implemented at the above-mentioned institutions, paragraph c. and its relevant appendix shall supersede paragraph b. (Regular Day Off [RDO] Preference

Assignments by Seniority), above.

13.08 Shift Assignment by Seniority/CYA

- a. There shall be sixty percent (60%) of the Group Supervisor shift assignments in CYA allotted according to seniority.
- b. There shall be sixty percent (60%) of the Youth Counselor assignments in CYA allotted according to seniority. Once a Youth Counselor successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period of time if on a regular unit or a twenty-four (24) month period of time if on an ITP or SCP unit. An employee who bids to a lock-up unit cannot remain longer than two years without a management waiver.
- c. In order to remain in the shift assignment of choice, the senior employee must maintain a satisfactory level of performance. If there is no interest in the vacant "seniority" shift assignment, management shall fill the assignment by existing rules, policies, and practices. For those shift assignments retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect. Management shall have the discretion to review and redesignate the selected shift assignments. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs in making shift assignments. The aforesaid will not be done in an arbitrary or capricious manner. The Department of the Youth Authority has the responsibility to establish the work schedule pattern and assign specific "day off" patterns, but within guidelines set down by the Fair Labor Standards Act and other provisions of this Contract.
- d. The Department will hold one (1) seniority second watch assignment with Saturdays and Sundays off vacant at each facility for the Chief Job Steward (should that person be a Youth Counselor). If the Chief Job Steward is not a Youth Counselor, the position should be placed for bid with the understanding that the successful bidder can be removed should the Chief Job Steward become a Youth Counselor.
- e. When an employee requests, local management may approve an exemption to the time frames in paragraph b. above. This will only be done on an exception basis.
- f. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:
 - (1) The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.
 - (2) The impacted employee may either (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.

13.09 Layoff

- a. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of the economy to reduce the number of permanent and/or probationary Unit 6 employees in the Departments of Corrections, Youth Authority and Mental Health, the State may lay off employees pursuant to this Section and DPA/SPB Law and Rules which are not superseded by this Section.
- b. Layoff shall be made in accordance with the relative seniority of the employees in the class of layoff. In determining seniority scores, one point shall be allowed for each qualifying monthly pay period of full-time State service in Unit 6, regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service, resulting from a temporary or permanent separation for more than eleven (11) consecutive working days, falls within two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.
- c. Employees compensated on a monthly basis shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Where the notices are mailed, the beginning of the thirty (30) calendar day period will be determined by the postmark of the notice. Notice of the layoff shall be sent to CCPOA.
- d. Whenever the State determines it necessary to lay off employees, the State shall meet and confer in good faith with CCPOA regarding the impact of said layoff(s) and alternatives to the layoff(s). The State and CCPOA shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement and unpaid leaves of absence.
- e. In accordance with Government Code Sections 19997.11 and 19997.12, the State shall establish a re-employment list class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from Department or subdivisional re-employment lists in accordance with Section 19056 of the Government Code.
- f. An appeal of any portion of this layoff provision shall solely be through the procedures established in Government Code Section 19997.14.

13.10 Youth Counselor Voluntary Demotion

Youth Counselors shall be able to apply for vacant Group Supervisor positions within their institution/facility consistent with the seniority provisions contained in this Memorandum of Understanding. Demotion to Group Supervisor shall be effective on the date the Youth Counselor is awarded the Group Supervisor post.

ARTICLE XIV HEALTH AND WELFARE

14.01 Health Benefit Plan

- a. Effective July 1, 1992, the State agrees to pay the following health benefit plan contributions:
 - (1) The State shall pay up to \$174.00 per month for coverage of an eligible employee under any of the health benefit plans administered by the PERS.

- (2) The State shall pay up to \$323.00 per month for coverage of an employee plus one (1) dependent under any of the health benefit plans administered by the PERS.
- (3) The State shall pay up to \$410.00 per month for coverage of an eligible employee plus two (2) or more dependents under any of the health benefit plans administered by the PERS.
- (4) The State agrees to pay the following State employer health benefit contributions with respect to eligible employees enrolled in any of the health benefit plans administered by the PERS and identified by the PERS board who live where PERS has determined there is no available health maintenance organization and a fee-for-service health plan is the only option.

	1 Party	2 Party	3 Party
CCPOA	189.78	360.97	485.25

The parties recognize that these rates may be changed by the State because they are predicated on sufficient stability in the number of PERS-verified eligible employees and because the total expenditure of these contributions for rural subsidy shall not exceed \$13,000,000 per year (as authorized by Government Code Section 22825.01) for all eligible employees (this includes excluded employees, retirees and employees in all bargaining units).

- b. Effective August 1, 1992, through June 30, 1993, these rural subsidy rates shall be as follows:

	1 Party	2 Party	3 Party
CCPOA	191.43	364.11	489.47

The parties recognize that these rates may be changed by the State because they are predicated on sufficient stability in the number of PERS-verified eligible employees and this subsidy shall not exceed \$13,000,000 per year (as authorized by Government Code Section 22825.01) for all eligible employees (including excluded employees, retirees, and employees in all bargaining units). The parties recognize that subsequent to June 30, 1993, the rural subsidy is no longer available and the State's contribution for employees enrolled in the rural subsidy plans will revert to the contribution described in paragraphs a(1), a(2), and a(3) as follows:

1 party. . . . \$174.00 per month
 2 party. . . . \$323.00 per month
 3 party. . . . \$410.00 per month

- c. For purposes of this Section, "eligible employee" shall be defined by the PERS.
- d. If the monthly cost of any of the health benefit plans administered by PERS exceeds the State's maximum contribution as set forth in Subsection a. or b. above, the employee shall pay the difference.
- e. For State employees hired on or after January 1, 1989, the portion of the employer contribution toward post-retirement health benefits will be based on credited years of service at retirement pursuant to Government Code Section 22825.3. The minimum number

of years of State service at retirement to establish eligibility for any portion of the employer contribution is ten (10) years. The Section applies only to State employees who retire under a service retirement.

- f. It is the goal of the Health Benefit Labor/Management Advisory Committee to maintain the current employee premium levels by effective cost containment recommendation to PERS. However, in order to provide protection to employees against extraordinary health premium increases, the State agrees that for plan year beginning August 1, 1994, and for the duration of the Agreement, the employee's maximum share of the health benefit premium shall be computed by multiplying the August 1, 1992, total premium by 30% (1.3) minus the State's contribution of \$174 for single party, \$323 for two-party and \$410 for family coverage. Notwithstanding any other Contract provision or law, this provision terminates June 30, 1995, unless the parties mutually agree to extend the Agreement. Upon termination of the Agreement, the employer's contribution reverts to \$174 for single party, \$323 for two-party, and \$410 for family coverage.
- g. Should the rural subsidy be discontinued, CCPOA shall be allowed to re-open this section of the MOU.
- h. The State and the Union agree to establish a Joint Union/Management Health Benefits Cost Containment Committee effective July 1, 1992, to review and make recommendations to PERS regarding health benefits cost containment. Topics may include, but not be limited to, eligibility cost containment, number and quality of health providers, competitiveness among providers, and standardization of health benefit services. This committee shall be advisory in nature. The committee shall be comprised of an equal number of union and management representatives. Bargaining Unit 6 shall have one (1) representative on the committee. The committee chairperson shall be designated by the Department of Personnel Administration. Union representatives on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
The Department of Personnel Administration will provide necessary staff support to the Health Benefits Cost Containment Committee.

14.02 Dental/Vision ERISA Trust

- a. Effective upon ratification of both parties, the State Employer will provide CCPOA the net sum of \$44.33 per month per eligible employee for the duration of this Agreement to provide a dental benefit through the CCPOA Trust. The employee will be required to pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25% of the contribution formula for the State's rank and file dental programs. This cap on the employee's share of the premium applies only to the level of benefits of the CCPOA dental plan in effect on July 1, 1992.
- b. Effective the first month following ratification of this Agreement by both parties the State employer will provide CCPOA the net sum of \$9.50 per month, less State Controller's Office deduction fee, per eligible employee for three (3) months to use for the administration and benefits of a vision trust. This amount shall increase to a net sum of \$11.25 per month, less State Controller's

- Office deduction fee, per employee after three (3) months.
- c. Eligible employees are defined as:
 - (1) All permanent employees employed at half-time or more for over six months;
 - (2) Permanent Intermittent Employees who work a minimum of four hundred, eighty (480) hours in each six-month period ending each June 30 or December 31; or
 - (3) Limited-term or TAU appointees with prior continuous permanent service.
 - d. CCPOA shall hold the State of California harmless for any legal actions that may arise from CCPOA's administration of the Dental/Vision Trusts.
 - e. Should the State-approved premiums for the Vision plan change during the term of the Agreement, corresponding changes will be offered to the CCPOA Vision Trust in a manner consistent with paragraph b.
 - f. The State and the Union agree to establish a Joint Union/Management Dental Benefits Cost Containment Committee effective July 1, 1992, to review and make recommendations to DPA regarding dental benefits cost containment. Topics may include, but not be limited to, eligibility cost containment, number and quality of providers and competitiveness among providers. This committee shall be advisory in nature.
The committee shall be comprised of an equal number of union and management representatives. Bargaining Unit 6 shall have one (1) representative on the committee. The committee chairperson shall be designated by the Department of Personnel Administration. Union representatives on the committee shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
The Department of Personnel Administration will provide necessary staff support to the Dental Benefits Cost Containment Committee.

14.03 Employee Assistance Program

- a. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. The intent of this Section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or stress-related problems so as to retain or recover his/her value as an employee. As a means of correcting job performance problems, the State will normally refer employees who need assistance to obtain treatment or counseling on substance-related or stress-related problems, such as marital, family, emotional, financial, medical, prescription drug, legal or other personal problems. This is intended solely as a referral system.
- b. In an effort to keep records concerning an employee's referral and/or treatment for substance-related or stress-related problems confidential, such records shall not be included in the employee's personnel file.
- c. The State shall continue to provide confidential professional counseling benefits to all Unit 6 employees and their dependents, at the same level of benefits, including the same confidentiality protections as are presently provided Unit 6 employees and dependents. Up to seven (7) sessions per problem type per contract year shall be made available at no cost to the employee. There

- shall be no charge to employees or family members except for extended counseling (beyond the seven [7] sessions per problem type per contract year) which, if needed, is to be specifically and personally arranged between the employee and the counselor.
- d. If an employee desires counseling and wishes to maintain total confidentiality, he/she should call the independent EAP vendor directly or CCPOA for assistance. The independent EAP vendor's number is (800) 227-1060. If this number for some reason has changed and/or is no longer in service, please be sure to call your local CCPOA office for the current provider number. CCPOA's numbers are (800) 821-6443 and (916) 923-6060 for its Northern office; (800) 832-1415 and (209) 456-8092 for its Central office; and (800) 221-7397 and (714) 980-6376 for its Southern office.
 - e. Should an employee contact the local EAP Coordinator for help, the EAP records concerning the employee's problems are considered confidential and shall not be included in the employee's personnel file. The local EAP Coordinator shall not be a peace officer employee.
 - f. The State and CCPOA shall form a Joint Labor/Management Committee to study common avenues of approach in preventing substance abuse problems among Unit 6 employees.
 - g. The DPA and CCPOA shall engage in labor/management discussions to study the feasibility of integrating the benefits of the Employee Assistance Program with the health benefits plan administered by CCPOA.

14.04 Child Care

- a. It is the policy of the State employer to encourage the development of additional child care services for dependent children of State employees. In order to accomplish this, the State agrees to establish programs and provide financial assistance within budgetary constraints to aid in the development of child care services.
 - (1) State Labor-Management Child Care Committee
 - (a) The State agrees to continue the State Labor-Management Child Care Committee. The Committee shall be comprised of an equal number of labor and management representatives. CCPOA shall have one (1) representative and he/she shall serve without loss of compensation. The committee chairperson shall be designated by the Department of Personnel Administration.
 - (b) The purpose of the State Labor-Management Child Care Committee is to encourage State employees to form non-profit corporations to provide child care services for dependent children of State employees, to make decisions on what to recommend to the Department of Personnel Administration including which non-profit corporation(s) or child care providers should receive child care funds if available from the State employer.
 - (c) DPA will provide the necessary staff support to the State Labor-Management Child Care Committee.
 - (2) All State employee child care centers must be licensed in accordance with State laws and regulations.
 - (3) All contracts or agreements shall be between the State of California (DPA) and each Child Care Non-Profit Corporation or child care provider.

- (4) The State may provide the use of State facilities for child care centers. Use of State Facilities may include a rental/lease agreement.
- (5) Upon receipt of a Letter of Intent from a group of State employees, the State agrees to assess and analyze the child care needs of the State employees at that worksite.
- (6) A principal organizer of the employee group who submits a Letter of Intent to the Child Care Committee may be allowed reasonable time off during working hours without loss of compensation for the purpose of establishing child care services for the employees at that worksite. Release time for this purpose is subject to prior notification and approval by the employee's immediate supervisor as well as the operational needs of the Department.

14.05 CYA Incident Debriefing

Designated management or supervisory staff will interview affected staff immediately following the settling of any major incident or disturbance within 1-1/2 hours of the incident, and no later than the end of the shift. The purpose of this interview will be to assess whether the affected staff has undergone any negative impact. If, in the supervisor's opinion, the affected staff has undergone a negative impact, it will be the responsibility of the designated manager or supervisor to refer that employee to the appropriate agency, or provider of the necessary services.

14.06 Flexible Benefit Program

- a. The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. These sections allow the employee to participate in DEPCARE and/or Health Care Reimbursement Account. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.
- b. Unit 6 employees may enroll in the Flexible Benefits Program and participate in all of the options with the exception of the cash option in lieu of dental insurance.
- c. Permanent Intermittent Employees (PIEs) may only participate in the Pre-Tax Premium and/or the Cash Option for Medical insurance. PIEs choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PIEs choosing the Cash Option will qualify if they work at least one-half time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred, eighty (480) paid hours within the six-month control period of January 1 through June 30 of the plan year in which they are enrolled. This section is not grievable or arbitrable.

14.07 Long-Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 6 are eligible to enroll in any long-term care insurance plan sponsored by the Department of Personnel Administration. The employee's spouse, parents, and the spouse's parents are also eligible to enroll in the plans, subject to the

underwriting criteria specified in the plan. The long-term care insurance premiums and the administrative cost to the Department of Personnel Administration and the State Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

14.08 Industrial Disability Leave

- a. For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.
- b. In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty-six and two thirds percent (66-2/3%) of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two years from the first day (i.e., date) of disability.
- c. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- d. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- e. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement TD payments in an amount which exceeds the employee's full net pay as defined above.
- f. In the event that an employee is determined to be "permanent and stationery" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
- g. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

14.09 Alternate Pre-Retirement Death Benefit

The Union agrees to support legislation to add to the Government Code

Sections the following:

21365.55 Notwithstanding any other provisions of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a State member on or after January 1, 1992, who is credited with twenty (20) years or more of State service, the surviving spouse, or eligible children, if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21365.5, of this alternate death benefit, which will be funded from the amount which would have been otherwise payable as the basic death benefit and from the amount of employer contributions which would be attributed to the State member's period of compensated service. The board shall determine the present value of the total amount which shall fund this alternate death benefit for the survivor, and then calculate the monthly allowance which shall be payable under the terms and conditions of Section 21365.5.

- 22811.6 (a) A family member who shall receive an allowance as the survivor of a State member, as provided by Section 21365.55, may elect to continue to be covered by the health benefits plan and dental care plan. A family member who elects to continue such coverage shall assume payment of the total premium costs plus an additional two percent of the contribution payments to cover the administrative costs incurred by the board and the Department of Personnel Administration in administering this section.
- (b) No person, other than the unborn child of the member, may be enrolled as a family member when a monthly allowance under Section 21365.55 is payable unless the person is enrolled as a family member on the date of the death of the member.

22957.5 A family member who shall receive an allowance as the survivor of a State employee, as provided by Section 21365.55, may enroll in a dental plan. A family member who elects to enroll shall assume payment of the total premium costs plus an additional two percent of the contribution payments to cover the administrative costs incurred by the board and the Department of Personnel Administration in administering this section.

14.10 Member Retirement Contribution Rate for Peace Officers

Member contributions to the Public Employees' Retirement System (PERS) shall be based on 8% of the compensation in excess of eight hundred, sixty-three (\$863) dollars per month for Unit 6 employees who are in the Peace Officer/Firefighter member category. This contribution rate shall become effective April 1, 1995. The union agrees to support legislation which would implement this provision. This provision is contingent upon passage of the attached legislation.

ARTICLE XV ALLOWANCES AND REIMBURSEMENTS

15.01 Business and Travel

- a. This section becomes effective October 1, 1992. The State agrees to reimburse employees for appropriate expenses incurred on or after this date, in accordance with existing Department of Personnel Administration Rules AND as set forth below:
- (1) For continuous short-term travel of more than 24 hours, the

employee will be reimbursed for actual costs up to the maximum allowance for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure. Each item of expense of \$25.00 or more must be substantiated by providing a receipt for same. The maximum reimbursement allowance for meals shall be at the following rates:

Breakfast	\$5.50	
Lunch	9.50	
Dinner	17.00	
Incidentals	5.00	(Every full 24 hours of travel)
Total	\$37.00	

The reimbursement allowance for lodging shall be at the following rates:

- | | | |
|-----|---|---|
| (a) | Statewide, without a lodging receipt: | Up to \$24.99 |
| (b) | Statewide, with a lodging receipt: | Actual lodging up to \$79.00 plus taxes* |
| (c) | State sponsored conferences, conventions, business meetings, and training. Requires prior appointing authority approval (with a lodging receipt): | Actual lodging up to \$110.00 plus taxes* |
| (d) | Non-State sponsored conferences, conventions, business meetings, and training. Requires prior appointing authority approval (with lodging receipt): | Actual lodging up to \$150.00 plus taxes* |

* Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires prior written approval from DPA.

- (2) For travel which is the last fractional part of a period of short-term travel of more than 24 hours, the actual costs up to the maximum allowance for meals or lodging will be paid provided the travel time meets the following requirements. Each item of expense of \$25.00 or more must be substantiated by providing a receipt:

Breakfast:	Breakfast may be claimed if travel began at or prior to 6:00 a.m. and terminated at or after 9:00 a.m.
Lunch:	Lunch may be claimed if travel began at or prior to 11:00 a.m. and terminated at or after 2:00 p.m.
Dinner:	Dinner may be claimed if travel began at or prior to 4:00 p.m. and terminated at or after 7:00 p.m.
Lodging:	Lodging may be claimed if travel is extended overnight. If the 24-hour allowance provides a reimbursement for a meal, the application of this paragraph shall not result in a duplicate meal allowance for a meal that has already been reimbursed.

- (3) For continuous travel of less than 24 hours, the employee will be reimbursed for actual costs up to the maximum allowance as set forth in Section a.(1) above for breakfast, dinner and lodging allowances if the employee's travel time meets the criteria as set forth in Section a.(2) above for each individual item. Each item of expense of \$25.00 or more must be substantiated by providing a receipt. No reimbursement will be allowed for lunch or incidentals.
- (4) An employee may not claim meal, incidental or lodging expenses within 50 miles of his/her headquarters. An employee may not claim lodging expenses within 50 miles of his/her primary residence. Meal expenses may be claimed in accordance with Sections a.(1) through (3) above if expenses are reasonable of such expense.
- (5) An employee may claim noncommercial subsistence rates of \$24.00 for meals and incidentals and \$23.00 for lodging for travel of 12 hours up to 24 hours; or \$23.50 for meals or \$23.50 for lodging for travel less than 12 hours if expenses are incurred when the employee uses noncommercial facilities such as, but not limited to, house trailers, camping equipment or when staying with friends or relatives.
- (6) An employee on long-term field assignment who maintains a separate residence in the headquarters area may claim long-term subsistence rates of \$24.00 for meals and incidentals and \$23.00 for lodging for travel of 12 hours up to 24 hours; either \$23.50 for meals or \$23.50 for lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration.
- (7) An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of \$12.00 for meals and incidentals and \$11.50 for lodging for travel of 12 hours up to 24 hours; either \$12.00 for meals or \$12.00 for lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration.
- (8) Mileage Reimbursement:
 - (a) When an employee is authorized by his/her department head or designee to operate a privately owned automobile on State business, even though a State vehicle is available, the employee will be allowed to claim 24 cents per mile without certification or up to 30 cents per mile with certification.
 - (b) Specialized Vehicles: An employee who must operate a motor vehicle on official state business and who, because of a physical disability, may operate only a specially equipped or modified vehicle may claim up to 24 cents per mile without certification or up to 37 cents per mile with certification. Supervisors who approve claims pursuant to this subsection have the

- responsibility of determining the need for the use of such vehicles.
- (c) Private Aircraft Mileage: Reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile.
 - (d) Mileage to/from a common carrier: When the employee's use of a privately-owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour before his/her regularly scheduled work day, or on a regularly scheduled day off, mileage may be computed from his/her residence to the common carrier. If the employee ends travel one hour after his/her regularly scheduled work day, or on a regularly scheduled day off, mileage may be computed from the common carrier to his/her residence. Employees may claim and be reimbursed for vehicle expenses up to 24 cents per mile without certification, or up to 30 cents per mile with certification.
- (9) Out-of-State Subsistence Allowance: For short-term out-of-state or out-of-country travel, state employees will be reimbursed actual lodging expenses, supported by voucher or receipt and will be reimbursed for meal and incidental expenses as specified in Section a.(1) through (4) above. Failure to furnish lodging receipts will limit reimbursement to the statewide lodging rate specified in Section a.(1) (A) above. Non-commercial out-of-state travel will be reimbursed according to Section a.(5) above. Long-term out-of-state travel will be reimbursed according to Section a.(6) and a.(7) above. Long-term out-of-country travel will be reimbursed in accordance with Section a.(1) through (7) above.
 - (10) Parking Fees: The State agrees to increase the reimbursement of parking fees, without a receipt as provided in DPA Rule 599.625, from \$3.50 or less to \$6.00 or less, for any one continuous period of parking.
 - (11) Premiums: An employee who receives premiums, credits or bonuses from airlines or hotels/motels must use them on State business. If premiums cannot be used on State business they must be surrendered to the employee's accounting office.
 - (12) The Director of the Department of Personnel Administration or designee may grant exceptions to these provisions.
 - (13) During the term of this Agreement, the State agrees to apply any future changes in the method of payment and increases to business and travel expenses to Unit 6 employees at the same time the changes are effective for excluded employees.

15.02 Overtime Meal Benefits and Allowances

- a. Overtime meal allowances are granted when an employee is required to work in excess of two (2) hours past their normal work day.

If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six-hour period. No more than three (3) overtime meal allowances will be claimed during any 24-hour period. Overtime must be through the approved procedure.

- b. Unit 6 employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. For reimbursement purposes, the value of the first and third overtime meal allowances issued during any 24-hour period shall be \$6.00 without receipts; and the value of the second meal ticket issued during overtime shall be \$3.00 without receipts. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262 Travel Expense Claim. Employees not issued meal tickets need only state on Form 262 what date and times they worked the overtime and earned the overtime meals. The form must be submitted within ninety (90) calendar days of issuance using the date on the meal ticket.
- c. The State shall issue the meal ticket on the day in which it is earned.
- d. The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with the CCPOA local chapter but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph b. above.
- e. If an employee chooses to use the meal ticket at the employees' snack bar or dining room the employee must use it within ninety (90) calendar days of issuance using the date on the meal ticket.
- f. If, during the term of the Contract, the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Unit 6.
- g. The provision of this Section becomes effective upon ratification by the Legislature and the Union.

15.03 Night Shift Differential/Weekend Differential

- a. Employees in Bargaining Unit 6, who work four (4) or more hours of a scheduled work shift falling between 6 p.m. and 6 a.m., and who are in a class listed below, shall receive a \$.50 shift pay differential per hour.

Class Title	Class	Schem
Correctional Counselor I	9904	XS40
Correctional Officer	9662	WY50
Group Supervisor	9579	WU90
Group Supervisor Trainee	9578	WU91
Medical Technical Assistant CF	8217	WZ25
Parole Aid	9678	XE75
Youth Counselor	9581	WU65
Institutional Firefighter	9001	VZ38

- b. Beginning July 1, 1994, Unit 6 employees who work four (4) or more hours of a scheduled shift on either a Saturday or a Sunday, and who are listed in the class above, shall receive \$.65 cents pay differential per hour for their scheduled weekend work. This will be an additional \$.15 cents per hour to any other shift differential already paid, and \$.65 cents per hour for second watch employees.

15.04 Moving Expenses

- a. All current rules and regulations apply to State reimbursement of moving and relocation expenses and shall remain in effect for the life of this contract.
- b. The reason given to grant or deny moving expenses will be reasonable and not arbitrary or capricious.

15.05 Uniform/Uniform Accessories Replacement Allowance

- a. The parties agree that it is in the best interest of all concerned for Unit 6 employees who are required by the State to provide and wear uniforms and uniform accessories, to maintain those uniforms and accessories in a clean and neat condition. To this end, so that Unit 6 employees shall appear at the work site in uniforms/uniform accessories which are neat, clean and in good repair at all times, the State will provide a uniform/uniform accessories replacement allowance.
- b. When the State employer requires a uniform and uniform accessories to be worn and when the conditions above are met, the State employer will provide a uniform/uniform accessories replacement allowance determined by (1), (2) or (3) below:
 - (1) A permanent employee required to wear a uniform and uniform accessories on a full-time basis: \$520 in contract year 1991/92 to be paid annually using September 1 as the annual anniversary date of all Unit 6 employees eligible under this provision. During the 1992/93, 1993/94 and the 1994/95 fiscal years, the annual uniform allowance shall be increased to \$530.00 per year, to be paid annually using September 1 in CDC and CYA.
 - (2) A permanent employee required to wear a uniform and uniform accessories on less than a full-time basis: \$300 in contract year 1991/92, to be paid annually using September 1 as the annual anniversary date for payment of all Unit 6 employees eligible under this provision. During the 1992/93, 1993/94, and 1994/95 fiscal years, the uniform allowance under this subsection shall be increased to \$310.00 per year.
 - (3) If a permanent full time employee works fifty percent (50%) or more of the contract year, in uniform, said employee shall be paid the full amount required in paragraph b.(1) above. If an employee works less than fifty percent (50%) of the contract year, in uniform, said employee shall be paid the full amount stated in b.(2) above.
 - (4) If an employee, who otherwise meets the conditions in b.(1) or b.(2) above, promotes or transfers out of the uniform class or otherwise leaves said uniform class, he/she shall receive a prorated share of the annual uniform allowance for which he/she is qualified.
- c. "Uniform" means outer garments as defined by management which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general public. This definition includes items that serve to identify the person, agency, functions performed, position or time in service. "Uniform accessories" means items which supplement or add to the usefulness of the uniform and which are necessary while

carrying out the duties and responsibilities of the position. This definition includes such things as belts, key holders, whistles, baton rings, flashlights, etc.

- d. The State shall provide eligible Unit 6 employees an allowance for the initial purchase of uniform and uniform accessories required as a condition of employment, upon the successful completion of their probationary period.
- e. The Department of the Youth Authority Transportation Officers, Group Supervisors, and all Camp Correctional Peace Officers shall wear uniforms/style, color and design as determined by the CYA, but with CYA shoulder patches and State-issued Departmental badge. The purpose of this section is for the ready identification and safety of Transportation Officers, Group Supervisors and Camp Peace Officers in the field.
- f. This uniform allowance shall be a separate check apart from the employee's normal check and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. This section shall be effective upon enactment of legislation which clearly exempts this provision of the definition of "Compensation" contained in Government Code Section 20022.
- g. All other State laws, rules and departmental policies regarding uniform allowance shall remain in effect.
- h. Permanent Intermittent Employees in a uniform class who work one thousand, forty (1,040) hours or more shall receive the full uniform allowance. All others will be computed by the existing laws and rules.

15.06 Badges

- a. The State shall provide a badge for each CDC Unit 6 employee having Peace officer status. The Department of Youth Authority and the Department of Mental Health agree that badges issued on a permanent basis shall be comparable in size and quality to those now issued by CDC.
- b. The State agrees that an optional belt badge may be purchased by Parole Agents subject to the procedures established by the State. All other Bargaining Unit 6 peace officers may purchase up to two additional badges, either a wallet or dome badge, at their own expense.
- c. Badge size, design, and circumstances specifying badge use and purchase will be determined by the State.
- d. When the Unit 6 peace officer retires from State service, the CDC/CYA peace officer will be provided a flat badge in retired status in an appropriate case with a clear slot for the also-presented retiree identification. Both Departments shall be responsible for ensuring that an appropriate retired status designation is affixed to the badge. If a Unit 6 peace officer retires and relinquishes the optional badge to the Department, that Department shall reimburse the peace officer for the optional badge at the current, fair market value. The Department of the Youth Authority shall be allowed to exhaust its present stock of dome badges before implementing this Section with the flat badge.
- e. When the Unit 6 peace officer separates from State service, for other than retirement purposes, the peace officer shall relinquish the provided badge to the appointing authority's designee. The separating peace officer shall relinquish any optional badge

he/she may have, and the State shall reimburse the separating peace officer for the optional badge at the current, fair market value.

- f. Youth Authority Field Parole Agents, Group Supervisors, Transportation Officers and Camp Correctional peace officers in the California Youth Authority will be issued badges by the CYA.
- g. Correctional Counselors shall be allowed to wear a belt badge while on duty.
- h. CCPOA and the State employer agree to meet through a joint labor/management committee by January 1, 1993 to resolve badges and badge control in the CYA.
- i. When the State determines that a badge becomes so worn that it becomes difficult to read the badge number or its other significant markings, the State shall refurbish the badge at no cost to the employee.

15.07 Alternate Headgear/CDC and CYA Uniform

The State agrees to continue in its uniform policies the use of the present alternative headgear with the regular uniform. This policy shall include the wearing of alternate headgear in tower positions and inmate work crew supervision.

15.08 MTA Distinguishable Clothing

- a. The State shall provide each full-time, permanent Medical Technical Assistant with six (6) distinguishable smocks. The smocks shall be provided with appropriate departmental shoulder patches, State-issued departmental badge, and the gold and black caduceus badge. The smock for the Department of Corrections and Department of Mental Health shall meet CDC Administrative Manual specifications for uniforms. The CYA shall attrition out its present smocks, and replace them with a smock of standard color throughout the Department. The CYA shall attach appropriate departmental shoulder patches and appropriate badge to each of its present smocks and the replacement smocks. The State-provided clothing shall be Department-owned property. Maintenance (i.e., laundry and repair of small tears in the fabric) shall be the responsibility of the employee to whom the clothing is issued. The Department shall replace worn or badly damaged smocks.
- b. Employees issued MTA smocks shall be held responsible for the loss of and/or damage to said smocks other than that incurred as a result of normal use, wear, or through no fault of the employee.
- c. A permanent Medical Technical Assistant shall be paid up to \$90.00 annually for the purchase of uniform pants. The first payment shall be effective three (3) months after the effective date of this Agreement, and subsequent payments will occur annually thereafter for the duration of this Agreement. The uniform pants shall be "wash and wear". The color shall be green.
- d. The uniform allowance shall be a separate check apart from the employee's normal check and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation.

15.09 Foul Weather Gear

The State agrees to promptly advise new employees as to the typical weather conditions they may be exposed to, and to advise employees what type of clothing to keep stored in their personal vehicles in the event the employee is unexpectedly assigned to a job that would expose the employee to inclement weather. In the event the employee is unexpectedly reassigned and needs to retrieve the clothing from the personal vehicle parked on the grounds, the employee will be allowed to use State time to obtain the clothing.

15.10 Replacement of Damaged Personal Clothing and/or Articles

- a. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.
- b. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performance, are damaged by wards, inmates or clients who are under the control of the State, so that said clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act of neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).
- c. Damage due simply to normal wear during the course of work shall not be compensable by the State.

15.11 Commute Program

- a. Employees working in facilities served by congested commute routes as identified by the State shall be eligible for a 50% allowance on monthly public transit passes up to a maximum of \$21 per month. This shall not be considered compensation for purposes of retirement contributions.
- b. The State shall provide \$50 per month to the driver of each State van pool who works in facilities served by congested commute routes as identified by the State. This shall not be considered compensation for purposes of retirement contributions.
- c. The State may establish and implement procedures and eligibility criteria for the administration of this program.
- d. It is understood by the Union that the State may discontinue this program upon thirty (30) calendar days' notice being provided to the Union. This section is not subject to the grievance and arbitration article of the Contract.

ARTICLE XVI SALARIES

16.01 Salaries

- a. Effective June 30, 1993, all Unit 6 classifications shall receive a general salary increase of five percent (5%). The Universal Salary Schedule shall be used to determine the five percent (5%) increase. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.
- b. Effective January 1, 1995, all Unit 6 classifications shall receive a general salary increase of five percent (5%) or the inflation rate as measured by the U.S. Consumer Price

Index (US-CPI): All Urban Consumer; U.S. City Average; seasonally unadjusted for the January-March 1994 quarter (the average of the January, February, and March annual increases, calculated to two decimal places and rounded to one decimal place - tenths), whichever is less. In no event shall the salary increase be less than three percent (3%). If the salary increase is five percent (5%), the universal salary schedule shall be used to determine the actual increase. If the salary increase is less than five percent (5%), the actual increase will be determined by multiplying the salary by the percentage increase. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding. For monthly rate employees, round up to the whole dollar when the first decimal place is 5 or greater.

Example: 3.5% increase
Salary of \$3,723 x 1.035 = \$3853.3
Therefore the actual salary becomes \$3,853

c. Salary Restructuring

The State and CCPOA have agreed to restructure the salary ranges for specific Unit 6 classifications. Employees holding appointments in one of the impacted classifications prior to the effective date of restructuring will not have their pay and benefits affected as long as they remain in the classification they were in on that date.

1. Correctional Officer and Group Supervisor:
Effective upon ratification of this Agreement by both parties or October 1, 1992, whichever occurs last, the salary ranges for the classifications of Correctional Officer (HY50/9662) and Group Supervisor (WU90/9579) shall be changed as follows:

From	To
Range A 1850	Range A 1850
Range B 2453	Range B 2177-2520
Range C 2918-3546	Range C 2918-3546
	Range X 2453

Employees in the above classifications shall be appointed to the appropriate alternate ranges as follows:

Range A: This apprenticeship range shall apply to employees while attending the appropriate basic academy established by the departments and who do not meet the criteria for payment in Range B.

Range B: This apprenticeship range shall apply to employees hired on or after October 1, 1992, who have graduated from or completed the appropriate basic academy established by the departments and who do not meet the criteria for payment in Range C. Upon movement to this range from Range A, employees shall receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one-step (5%) incentive increases effective the first day of the

monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.
Range C: This range shall apply to employees:

- A. Hired prior to October 1, 1992, who have satisfactorily completed twelve (12) months experience in California State service as a Correctional Officer or Group Supervisor; OR
- B. Hired on or after October 1, 1992, who have satisfactorily completed twenty-four (24) months in Range B.

Upon movement to this range from Range B or Range X, employees shall receive the minimum salary rate and shall receive a merit salary adjustment anniversary date after twelve (12) qualifying pay periods in accordance with Section 16.03 of this Agreement.

Employees INITIALLY appointed on or after October 1, 1992, to the classification of Correctional Officer or Group Supervisor shall NOT be eligible for appointment nor subsequent movement to Range X.

Range X: This apprenticeship range shall apply to employees hired PRIOR TO October 1, 1992, who have graduated from or completed the appropriate basic academy who do not meet the criteria for payment in Range C. Movement from Range X is to Range C.

Range X shall be abolished after all incumbents hired prior to October 1, 1992, have been moved to Range C.

PERMISSIVE REINSTATEMENT TO STATE SERVICE
INTO CORRECTIONAL OFFICER AND GROUP SUPERVISOR
CLASSIFICATIONS:

Employees who had a prior appointment in Range A of Correctional Officer or Group Supervisor who have NOT graduated from or completed the basic academy who are permissively reinstating to State service to the classification of Correctional Officer or Group Supervisor shall only be eligible for appointment to Range A. See Appendix Item #12.1 for example of employee movement through new salary ranges for Correctional Officer. See Appendix Item #12.2 for example of employee movement through the new salary ranges for Group Supervisor.

2. Youth Counselor

Effective upon ratification of this Agreement by both parties or October 1, 1992, whichever occurs last, the salary ranges for the classification of Youth Counselor (WU65/9581) shall be changed as follows:

From		To	
Range A	1850	Range A	1850
Range B	2688	Range B	2390-2768
Range C	3203-3892	Range C	3203-3892
		Range X	2688

Employees in the above classifications will be appointed to the appropriate alternate ranges as follows:

Range A: This apprenticeship range shall apply to employees while attending the basic academy established by the Department and who do not meet the criteria for payment in Range B.

Range B: This apprenticeship range shall apply to employees

hired on or after October 1, 1992, who have graduated from the basic academy established by the Department and who do not meet the criteria for payment in Range C.

Upon movement to this range from Range A, employees shall receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one-step five percent (5%) incentive increases effective the first day of the monthly pay period following every six qualifying pay periods until the maximum of the range is reached.

Range C: This range shall apply to employees:

- A. Hired prior to October 1, 1992, who have satisfactorily completed twelve (12) months experience in California State service as a Youth Counselor; or
- B. Hired on or after October 1, 1992, who have satisfactorily completed twenty-four (24) months in Range B.

Upon movement to this range from Range B or Range X, employees shall receive the minimum salary rate and shall receive a merit salary adjustment anniversary date after twelve (12) qualifying pay periods in accordance with Section 16.03 of this Agreement.

Employees INITIALLY appointed on or after October 1, 1992, to the classification of Youth Counselor shall NOT be eligible for appointment nor subsequent movement to Range X.

Range X: This apprenticeship range shall apply to employees hired PRIOR TO October 1, 1992, who have graduated from the basic academy who do not meet the criteria for payment in Range C. Movement from Range X is to Range C.

Range X shall be abolished after all incumbents hired prior to October 1, 1992 have been moved to Range C.

PERMISSIVE REINSTATEMENT TO STATE SERVICE INTO YOUTH COUNSELOR CLASSIFICATION:

Employees who had a prior appointment in Range A of Youth Counselor who have NOT graduated from the basic academy who are permissively reinstating to State service to the classification of Youth Counselor shall only be eligible for appointment to Range A.

See Appendix Item #12.3 for example of employee movement through the new salary ranges for Youth Counselor.

- 3. Correctional Counselor I and Parole Agent I
Effective upon ratification of this Agreement by both parties or October 1, 1992, whichever occurs last, the salary ranges for the classifications of Correctional Counselor I (XS40/9904); Correctional Counselor I (Hispanic) (XS41/9038); Parole Agent I, Adult Parole (XE70/9765); and Parole Agent I, Youth Authority (XC80/9701) shall be changed as follows:

From	To
Range A 3145	Range A 3050-3531
Range B 3694-4488	Range B 3708-4292
	Range X 3145
	Range Y 3694-4488

Employees in the above classifications shall be appointed to

the appropriate alternate ranges as follows:

Range A: This apprenticeship range shall apply to employees hired on or after October 1, 1992, who do not meet the criteria for payment in Range B.

Upon entry to this range, the employee shall normally receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for that classification, employees are eligible to receive a one-step five percent (5%) incentive increase effective the first day of the monthly pay period following every six (6) qualifying pay periods thereafter until the maximum of the range is reached.

Range B: This range shall apply to employees hired on or after October 1, 1992, who have satisfactorily completed twenty-four (24) months of service in Range A.

Upon movement to this range from Range A, employees shall receive the minimum salary rate and shall receive a merit salary adjustment anniversary date after twelve (12) qualifying pay periods in accordance with Section 16.03 of this Agreement. Employees INITIALLY appointed on or after October 1, 1992, to the classification of Correctional Counselor I; Correctional Counselor I (Hispanic); Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall NOT be eligible for appointment nor subsequent movement to Ranges X and Y.

Employees INITIALLY appointed PRIOR TO October 1, 1992, to the classification of Correctional Counselor I; Correctional Counselor I (Hispanic); Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall have permissive reinstatement eligibility only to Ranges X and Y.

Range X: This range shall apply to employees hired PRIOR TO October 1, 1992, who do not meet the criteria for payment in Range Y.

Range Y: This range shall apply to employees hired PRIOR TO October 1, 1992 who have satisfactorily completed twelve (12) months experience in California State service in the classification of Correctional Counselor I; Correctional Counselor I (Hispanic); Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority. Upon movement to this range from Range X, employees shall receive the minimum salary rate and shall receive a merit salary adjustment anniversary date after twelve (12) qualifying pay periods in accordance with Section 16.03 of this Agreement.

See Appendix Item #12.4 for example of employee movement through the new salary ranges for Correctional Counselor I; Correctional Counselor I (Hispanic); Parole Agent I, Adult Parole; and Parole Agent I, Youth Authority.

4. Firefighter, Correctional Institution

Effective upon ratification of this Agreement by both parties or October 1, 1992, whichever occurs last, the salary ranges for the classification of Firefighter, Correctional Institution (VZ38/9001) shall be changed as follows:

From	To
Range A 2550	Range A 2550-2678
Range B 2918-3546	Range B 2918-3546
	Range X 2550

Employees in the above classifications shall be appointed to the appropriate alternate ranges as follows:

Range A: This apprenticeship range shall apply to employees hired on or after October 1, 1992, who do not meet the criteria for payment in Range B.

Upon appointment to this range, employees are eligible to receive a one-step five percent (5%) increase effective the first day of the monthly pay period following every twelve (12) qualifying pay periods thereafter until the maximum of the range is reached.

Range B: This range shall apply to employees:

- A. Hired prior to October 1, 1992, who have satisfactorily completed twelve (12) months experience in California State service as a Firefighter, Correctional Institution; or,
- B. Hired on or after October 1, 1992, who have completed twenty-four (24) months of service in Range A.

Upon movement to this range from Range A or Range X, employees shall receive the minimum salary rate and shall receive a merit salary adjustment anniversary date after twelve (12) qualifying pay periods in accordance with Section 16.03 of this Agreement.

Employees INITIALLY appointed on or after October 1, 1992, to the classification of Firefighter, Correctional Institution shall NOT be eligible for appointment nor subsequent movement to Range X.

Range X: This range shall apply to employees hired PRIOR TO October 1, 1992, who do not meet the criteria for payment in Range B.

Movement from Range X is to Range B.

Range X shall be abolished after all incumbents hired prior to October 1, 1992, have been moved to Range B.

See Appendix Item #12.5 for example of employee movement through the new salary range for Firefighter, Correctional Institution.

- 5. PERMISSIVE REINSTATEMENT TO STATE SERVICE INTO CORRECTIONAL OFFICER, GROUP SUPERVISOR, AND YOUTH COUNSELOR CLASSIFICATIONS:

Employees who had a prior appointment in Range A of Correctional Officer, Group Supervisor or Youth Counselor who have NOT graduated from or completed the basic academy and site orientation who are permissively reinstating to State service to the classification of Correctional Officer, Group Supervisor or Youth Counselor shall only be eligible for appointment to Range A.

- 6. As part of the appointing power's review of the employee's eligibility for an incentive increase under the restructured salary ranges, the local apprenticeship committee shall advise the appointing power if the employee is meeting the requirements of the apprenticeship program. This does not preclude the appointing power from considering other performance factors in approving or denying the incentive increase. If the apprentice desires to appeal the Warden's decision, the apprentice shall appeal to the Department of Personnel Administration (DPA) within thirty (30) calendar days after receipt of the Warden's written decision. DPA shall respond to the apprentice within twenty (20) calendar

days after receipt of the appeal. If the apprentice is not satisfied with DPA's written decision, the apprentice may request CCPOA to appeal the decision, on the apprentice's behalf, within fifteen (15) calendar days of receipt of DPA's decision. The arbitration process shall follow the rules of MOU Sections 6.14 c., 6.15, 6.16 and 6.17.

16.02 Recruitment Incentive

- a. In recognition of recruitment and retention problems, the parties agree that the State shall provide a \$175.00 per month housing stipend for all Unit 6 employees employed at San Quentin (SQ), and the Correctional Training Facility (CTF).
- b. This housing stipend shall be a separate check apart from the employee's normal check, and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as the overtime checks. The housing stipend shall be applicable for each full pay period of employment at the eligible facilities or offices.
- c. In order to receive this housing stipend, a Unit 6 employee must make a commitment to stay at the eligible facilities or offices through June 30, of each eligible year. This provision shall remain in effect through June 30, 1995.
- d. This section shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code Section 20022.
- e. The parties agree to reopen this section in regards to new facilities and/or institutions.
- f. When the Department of Corrections believes a recruitment or retention problem exists in a specific parole unit they agree to request that DPA authorize a plus adjustment for the affected unit.
- g. Employees on IDL shall continue to receive this stipend.

16.03 Merit Salary Adjustments

- a. Employees shall receive annual Merit Salary Adjustments in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- b. A Merit Salary Adjustment is a salary increase within a classification's salary range that is granted in accordance with paragraph a. to an employee twelve (12) months after the employee's last appointment, last Merit Salary Adjustment, or a last movement between classes resulting in a salary increase of one or more steps (e.g. promotion).
- c. On a timely basis, the appointing power or designee shall provide the employee with a copy of the signed form either recommending or denying the employee's MSA. If the MSA is denied, the reason shall be provided to the employee in writing.
- d. For employees hired prior to 10/1/92, MSA dates for Correctional Officers, Group Supervisors, and Youth Counselors are calculated from initial appointment dates at the Academy and not when appointed to Range B at the institution. See Appendix Item #13 for how MSA dates are established for the classes of Correctional Officer, Group Supervisor, and Youth Counselor upon movement

through the alternate ranges.

16.04 Employer-Paid Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h) (2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h) (2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

1. DEFINITIONS

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

- a. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 6 who make employee contributions to the PERS retirement system.
- b. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.
- c. "Employer." The term "employer" shall mean the State of California.
- d. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 6 by the State of California as defined in the Internal Revenue Code, and rules and regulations established by the Internal Revenue Code, and rules and regulations established by the Internal Revenue Service.
- e. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et. seq.).
- f. "Wages." The term "wages" shall mean the compensation prescribed in this Agreement.

2. PICK UP OF EMPLOYEE CONTRIBUTIONS

- a. Pursuant to the provisions of this Agreement, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
- b. Employee contributions made under paragraph a. of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- c. Employee contributions made by the employer under paragraph a. of this Article shall be treated for all purposes other

than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.

- d. The employee does not have the option to receive the employee contributed amounts paid pursuant to this Agreement directly instead of having them paid to the retirement system.

3. WAGE ADJUSTMENT

Notwithstanding any provision in this Agreement to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

4. LIMITATIONS TO OPERABILITY

This Article shall be operative only as long as the State of California pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

5. NON-ARBITRABILITY

The parties agree that no provisions of this Article shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this Agreement.

16.05 Flight Pay

A Unit 6 employee who is required to fly on noncommercial aircrafts for an average of four (4) hours flight time per month, shall receive payment of \$165 per month in addition to his/her base salary for that pay period. Such employees shall also receive \$110 annually for insurance for flying on noncommercial carriers.

This section shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "compensation" contained in Government Code Section 20022.

16.06 Bilingual Pay

An employee, certified "bilingual", who is required to utilize his/her bilingual skills, shall receive a \$60.00 per month bilingual pay differential. Payment shall commence after certification and utilization of bilingual skills on the first pay period in which the employee was certified by the Board as being bilingual.

- a. Bilingual pay of \$60.00 per month shall be paid to Unit 6 employees utilized by the State to interpret or translate either verbal or written communications to and from a foreign language.
- b. An employee is entitled to receive bilingual pay provided that employee has passed the State's bilingual proficiency examination and has been required by a supervisor to use bilingual skills on a continuing basis. Use of bilingual skills includes any combination of conversational, interpretational, or translation in a second language or related activities performed with the specific bilingual transactions.
- c. The position or post held by the employee is irrelevant to the employee's entitlement to bilingual pay status.
- d. The bilingual pay program is to be administered in accordance with DPA Rules and Regulations.

16.07 Physical Fitness Incentive Pay

- a. All Bargaining Unit 6 employees with five (5) years or more in the bargaining unit shall receive a flat rate of \$65.00 per pay

- period for successfully completing the physical fitness test.
- b. The following list of tests shall constitute the Physical Fitness Program: The Illinois Agility Run Test, The Vertical Jump Test, The Flexibility Sit and Reach Test or Sit-ups, and the Three-minute Step Test. In administering the Three-minute Step Test, the participant shall sit down immediately after the three minutes of stepping. A sixty-second heart rate is to be counted starting sixty seconds after the participant sits down.
 - c. If the employee fails the test the first time, the employee shall be allowed sixty (60) days in which to successfully pass the physical fitness program. This incentive pay shall not be retroactive for those employees who fail the exam the first time.
 - d. This provision only covers the following classes: Correctional Officers, Group Supervisors, Youth Counselors, MTAs, Institutional Parole Agents, Field Parole Agents, Correctional Counselors, CYA Casework Specialists, Unit 6 Firefighters, and YOPB Coordinating Parole Agents and Community Consultants.
 - e. This physical fitness incentive pay shall be a separate check apart from the employee's normal check, and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as overtime checks. This section shall be effective upon enactment of legislation which clearly exempts this provision from the definition of "Compensation" contained in Government Code Section 20022.
 - f. The State and CCPOA shall meet and confer over the development of an alternate form or new form of the physical fitness program.
 - g. If a Unit 6 employee has missed a scheduled test either through scheduled vacation, injury and/or family illness, that employee will be allowed to take the examination at the next scheduled date.

16.08 K-9 Differential

Unit 6 peace officers who have received certified Dog Handler training, and who are assigned to K-9 duty, shall receive \$100.00 per month, while so assigned.

16.09 401K Plan

Employees in Unit 6 are to be included in the State of California, Department of Personnel Administration's 401K Deferred Compensation Program.

DEFERRED COMPENSATION

The State of California will have two voluntary deferred compensation programs under Sections 457 and 401(k) of the IRS Code.

The IRS has approved the State's 1985 request for a 401(k) program. A single State plan paralleling the 457 will be provided to employees.

The 401(k) is a qualified trust, which is subject to the 1986 and 1987 tax code revisions. As a result, it will be, at least initially, more advantageous for those earning less than \$50,000 per year.

401(k) programs hold in trust employees' money while the 457

holds State money in trust for the employee.

Currently, the 401(k) has the following provisions which differ from the 457:

- Allows for a loan provision whereby an employee can borrow against his/her fund
- Allows IRAs to be rolled into the 401(k) fund or out of 401(k) into an IRA without first taxing
- Allows for a five year forward averaging when the funds are drawn out
- Allows for a maximum contribution which increases each year by the increase in the national CPI rate

Penalizes persons earning over \$50,000 by reverting contribution for taxing purposes if the plan's ratio of contribution by higher paid employees substantially exceeds lower paid.

IRS changes may make the 401(k) program unattractive in the future. As a result the State intends to offer the same investments to both the 457 and 401(k) participants to assure both funds earn maximum interest. If the 401(k) must be eliminated in later years, employee funds will be protected.

16.10 Salary Definitions

For the purpose of salary actions affecting employees assigned to Bargaining Unit 6, the following definitions shall apply.

- a. "Salary range" is the minimum and maximum rate currently authorized for the class.
- b. "Step" is a 5% differential above or below a salary rate, rounded to the nearest dollar.
- c. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.
- d. "Range differential" is the difference between the maximum rate of two salary ranges of the pay plan.
- e. "Substantially the same salary range" is a salary range with the maximum salary rate less than 10% higher or lower than the maximum salary rate of another salary range.
- f. "Higher salary range" is a salary range with the maximum salary rate at least 10% higher than the maximum salary rate of another salary range.
- g. "Lower salary range" is a salary range with the maximum salary rate at least 10% lower than the maximum salary rate of another salary range.

Under paragraph b., one step higher is calculated by multiplying the rate by 1.05. One step lower is calculated by dividing the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415, one step higher; \$2,415 divided by 1.05 = \$2,300, one step lower).

Under paragraphs e., f., and g., 10% higher is calculated by multiplying the rate by 1.10. Ten percent (10%) lower is calculated by dividing the rate by 1.10 (e.g., \$2,300 x 1.10 = \$2,530, 10% higher; \$2,530 divided by 1.10 = \$2,300, 10% lower).

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish

appropriate step differentials in movements between classes and salary ranges.

16.11 Overpayment/Payroll Errors (Accounts Receivable)

- a. This provision applies when the State determines that an overpayment has been made to an employee.
"Overpayment" is defined as cash, or time off that has been overpaid, regardless of the reason.
- b. When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to the State establishing an accounts receivable.
- c. If an overpayment occurs, reimbursement shall be made to the State through one of the following methods:
 1. First, in cash payment(s) mutually agreed to by the employee and the State; or (should the parties fail to reach agreement)
 2. Installments through payroll deduction to cover the same number of pay periods in which they are accrued, provided the full amount is recovered in one (1) year or less. Where over-payments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. In those cases involving large accounts receivables, longer periods of replacement may be agreed to.
 3. In any event, the maximum part of the aggregate disposable earnings of an individual for any pay period which may be subject to garnishment may not exceed 25% of his disposable earnings for that week. The term "garnishment" means any legal or equitable procedure (including, but not limited to, tax payments, child support payments, spousal support payments, earnings withholding orders, and accounts receivable) through which the earnings of any individual are required to be withheld for payment of any debt.
- d. If an employee who was given an advance, signed a waiver and should have reasonably known that the overpayment occurred, the schedule of repayment may be determined by the State, and will not be subject to paragraphs c. above and h. below.
- e. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee, upon termination, an amount sufficient to provide full repayment. If the final amount owed to the employee is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.
- f. No provision of this Section shall supersede the current procedure for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court ordered payments or disability pay.
- g. The State agrees to hold CCPOA harmless with respect to reasonable legal expenditures, costs and/or judgments.
- h. If the employee believes an overpayment did not occur, or that the repayment schedule is not equitable, he/she may appeal by grievance at the third level within ten (10) working days of the notice of overpayment. No action shall be taken to establish an "accounts receivable", if a grievance has been filed, until after the Department has responded to the grievance at the

third level.

16.12 Recruitment - Avenal/Blythe/Imperial I & II

- a. Unit 6 employees who are employed at either Avenal State Prison or Blythe State Prison, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
- b. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal State Prison or Blythe State Prison, there will be no pro rata payment for those months at either facility.
- c. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro-rata share for those months served.
- d. If an employee promotes to a different facility, or department other than Avenal State Prison or Blythe State Prison prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro-rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro-rata share of the existing retention bonus.
- e. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- f. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- g. If the State plans to make any changes to this Section prior to the expiration of the Agreement, they shall meet and confer with CCPOA over the impact of such change.
- h. Employees on IDL shall continue to receive this stipend.
- i. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution, and then takes six (6) months' maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2400.
- j. Upon approval by the Department of Personnel Administration, the recruitment and retention bonus may be authorized for Imperial-I & II.
- k. There shall be a Joint Labor-Management Committee to study how to convert the \$2400 per year bonus into a monthly stipend. This committee shall render its findings by June 30, 1993. Upon completion of the study, the parties may agree to reopen this section.

16.13 Personal Leave Program

Effective with the beginning of the first pay period following the ratification of this Agreement by the Legislature and the Union, the

State shall implement a Personal Leave Program for all Unit 6 employees. This program shall remain in effect for eighteen (18) months.

- a. Each full-time employee subject to paragraph b. shall be credited with eight (8) hours of Personal Leave on the first day of the following monthly pay period for each month in the Personal Leave Program.
- b. Salary ranges and rates shall remain unchanged; however, each full-time employee shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to one day of pay (8 hours) for each monthly pay period the employee is in the Personal Leave Program. This means, for example, in a monthly pay period with 21 work days, each employee shall work and/or be on paid leave status (sick leave, vacation, holiday, jury duty, etc.) for 21 work days and receive a salary equivalent to a payment of 20 work days.
- c. Personal Leave shall be requested and used by the employee in the same manner as vacation. Requests to use Personal Leave must be submitted in accordance with departmental policies on vacation.
- d. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as "compensation" for purposes of retirement.
- e. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- f. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivors' benefits he/she would have received had the Personal Leave Program not occurred.
- g. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- h. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- i. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis regardless of the number of hours in the pay period consistent with the chart below:

Salary Reduction	Personal Leave	
Time Base	in Hours	Credits
1/10	1	1
1/8	1	1

1/5	2	2
1/4	2	2
3/10	3	3
3/8	3	3
2/5	3	3
1/2	4	4
3/5	5	5
5/8	5	5
7/10	6	6
3/4	6	6
4/5	7	7
7/8	7	7
9/10	8	8

- j. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period as stated in the chart below.

Hours Worked During Pay Period	Salary Reduction in Hours	Personal Leave Credits
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 -110.9	5	5
111 -130.9	6	6
131 -150.9	7	7
151 or over	8	8

- k. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- l. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave program for that month.
- m. Current employees who served in managerial or supervisory positions during the 1002-92 fiscal year, and who personally experienced a salary reduction because of the 1991-92 reductions in managerial and supervisory salary ranges, shall be subject to the provisions of DPA Rules 599.937 (m) and 599.937.1 for the purposes of:
- (1) Determining when the employee will complete their 18 months on the personal leave program; and,
 - (2) Granting the employee personal leave credits for their 1991-92 salary reduction; and,
 - (3) Determining the employee's salary rate, effective July 1, 1992.
- n. If any dispute arises about this Personal Leave section, an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be final and not subject to the arbitration clause of this Agreement.
- o. The union agrees to support legislation which would amend the retirement law to ensure that service credit is not affected by the pay reduction while on personal leave. Section 20864.5 is added to the Government Code to read:
"20864.5. For all retirement purposes including benefit

eligibility and calculation of retirement allowances for State employees in the Personal Leave Program, credit for service shall be based on the amount of service which would have been credited had the employee not been in the Personal Leave Program."

16.14 Alternate Range

Effective July 1, 1994, there is established for each classification in Unit 6, a new alternate range. This range will be five percent (5%) higher than the maximum of the existing salary range of the class.

This range shall apply to incumbents with at least twenty (20) years of service in Bargaining Unit 6, who are recommended by the appointing power or having met established performance standards.

For purposes of determining eligibility for appointment to this range, all time spent in Bargaining Unit 6 or a related non-represented class shall count, as long as the employee is in the bargaining unit at the time the appointment is made.

ARTICLE XVII MISCELLANEOUS

17.01 Employee suggestions

The State employer encourages unit 6 employees to share their ideas with the management of Unit 6. These ideas should be submitted to management in writing through the normal chain of command.

17.02 Gun Lockers & State Firing Ranges

- a. The State agrees to construct and install gun lockers at its CDC/CYA institutions for the storage of Unit 6 Peace Officer employees' off-duty weapons. The locations of the lockers shall be at management's determination, but the State agrees to meet with CCPOA for its input regarding the construction and installation of the gun lockers at any given facility.
- b. Each facility with a departmentally-approved handgun firing range and certified rangemaster available shall provide, at no cost to the facility or Department, reasonable access to that range in accordance with the following:
 - (1) Only those persons who, pursuant to the provisions of Penal Code Section 830.5(c), are permitted to carry a firearm while off duty or who have from the employee appointing director or chairperson written verification of such authorization, shall be allowed under the conditions stipulated in these rules to qualify with their off-duty weapon utilizing a departmental firing range.
 - (2) A "Guide to Off-Duty Weapon Qualification Range Access" explaining the range access procedure shall be prepared by the facility and made available upon the request of those persons who are eligible to use the range. The guide shall include, but not be limited to:
 - (a) The name and telephone number of the person or position to contact regarding use of the range for off-duty weapon qualification.
 - (b) A minimum of two scheduled sessions per month, plus any additional days and times that the sessions on the

range will be regularly scheduled, for off-duty weapon qualification.

- (c) The specific procedures as to how an eligible person shall participate in, and if necessary schedule, an off-duty weapon qualification session.
 - (d) Any restrictions on the type or color of clothing which may be worn at the range on institutional property.
 - (e) Any restrictions on and/or requirements for transporting the person's weapon and ammunition to a range on institution property.
 - (f) To what facility office and by when the \$9 fee must be paid to participants in a qualification session. The parties shall meet in February of each year to review the fees paid for range use and modify the costs as appropriate.
- (3) Off-duty weapon qualification is accomplished during the officer's own time on a voluntary basis. Each person retains the right to use any other public or private facility to qualify with his/her privately-owned off-duty weapon as provided in Penal Code Section 830.5(d). Nothing in these rules shall be construed as a requirement that any person must utilize a departmental facility to qualify with their privately-owned off-duty weapon. Access to departmental ranges is conditionally provided to those persons specified in sub-section one (1) above as a means to qualify with their privately-owned off-duty weapon.
- (4) Any scheduled qualification session may be canceled due to inclement weather or the lack of participants to cover the costs for providing the session. If a session is canceled, the facility shall not be required to schedule a make-up session and all fees paid by the participants for that canceled session shall be returned to them.
- (5) Off-Duty Weapon Qualification Requirements & Restrictions:
- (a) Each off-duty weapon qualification participant shall re-pay a user fee for each use of the range to qualify (i.e. one course of fire session) which covers the expense of one weapon qualification session, the target, the range-master's salary and the officer's use of the range.
 - (b) Each participant shall have with him/her a valid identification card or other appropriate documentation which verifies his/her eligibility to participate in the qualification session.
 - (c) Each participant shall provide his/her own ammunition necessary for qualification. The only type of ammunition which may be used for a qualification session shall be;
 - (i) Loaded or re-loaded by a factory, including factory wad-cutters.
 - (ii) Standard loads; no "magnum" loads.
 - (iii) Standard or hollow-point bullets; no shot, plastic, cap & ball, or other variation of bullets.
 - (d) Each participant shall provide his/her own off-duty weapon and a strong-side hip holster. The only type of weapons which may be used for qualification sessions

shall be:

- (i) Double action on the first round; no single action revolver.
- (ii) Revolver or semi-automatic pistol; no single shot pistol, shot-gun or rifle.
- (iii) From .22 to .45 caliber (includes 9mm).
- (e) Range masters shall be currently State-certified and employed at the same institution as the range unless authorized by the Warden or designee of the institution that has the range. Also, a range master shall be able to identify the safe handling of both revolvers and semi-automatic pistols.
- (f) Each participant shall sign a document acknowledging that they have;
 - (i) Read and understand Penal Code Sections 171b, 171c, 171d, 171e, 197, 198, 198.5, 246, 417 through 417.8, 830.5, 4574, 12000 through 12034, and 12590 relating to the possession and use of a weapon while off duty.
 - (ii) Read and understand that, pursuant to Penal Code Sections 830.5 and 12031, carrying a concealed weapon without maintaining the quarterly qualification is both a crime punishable as a misdemeanor and good cause for suspending or revoking the right to carry a weapon off duty.
 - (iii) Received material on the facility's range rules, and received material approved by JAC on firearms safety and home safety rules.
- (g) To qualify for certification, each participant shall be required, using the B-27 type target, to complete the below course of fire with a score of no less than 26 hits out of a possible 36 hits on or within the seven ring of the target while demonstrating safe handling of the weapon at all times:
 - (i) Hip level, strong hand or both hands, at three yards distance from the target; starting with six rounds loaded in the weapon; the participant shall have 30 seconds within which to fire the six rounds then reload (speed loaders permitted) and fire six more rounds (a total of 12 rounds) at the target.
 - (ii) Instinctive shooting (not using the weapon's sights), chin level, strong hand or both hands, at seven yards distance from the target; starting with six rounds loaded in the weapon; the participant shall have 30 seconds within which to fire the six rounds then reload (speed loaders permitted) and fire six more rounds (a total of 12 rounds) at the target.
 - (iii) Using sights, strong hand or both hands, at 15 yards distance from the target; starting with six rounds loaded in the weapon; the participant shall have 45 seconds within which to fire the six rounds then reload (speed loaders permitted) and fire six more rounds (a total of 12 rounds) at the target.
 - (iv) Scores shall be calculated by counting the number

of hits scored on and within the seven ring of the target. A round which touches or breaks the outer seven ring line shall be scored as a hit. A round not fired at the target, or fired at the target, or fired at the target but not striking the scoring area, shall not be counted.

- (h) While at the range, every participant shall follow the facility's range rules and all instructions of the range master.

The range master may at any time order a participant to leave either the firing line or the range for the safety of persons.

(6) Off-Duty Weapons Qualification Records:

- (a) Facilities shall maintain on file for a period of six months the documents signed by the participants and the participant's official weapon qualification score sheet indicating the participant's score and, when applicable, the reason for his/her failure to qualify.
- (b) The facility shall provide each participant who qualifies as required an official card certified by the range master which indicates the participant's name, the date and location of qualification and his/her quarterly qualification requirements were completed on that date.

- 7. Unit 6 peace officers may cross departmental and institutional lines to exercise their rights under this section. For example, a Group Supervisor at NRCC can use the range at Folsom; a Youth Counselor could use the range at Mule Creek State Prison.

17.03 Ward Medication

The Department of the Youth Authority agrees to implement the findings of the Pharmaceutical Committee convened by the Board of Corrections relative to the dispensing and administering of medication. The findings of said Committee are due to be published on or about January 1993.

17.04 Ward Property Committee

The Department and CCPOA will establish a joint committee of two management and two labor persons to review and assess the current Institutions and Camps policy on ward property in consideration of the concerns relative to the amount, size and type of personal property currently in the wards' possession. This committee will evaluate the intake process, program phase process, transfer and parole.

The report and recommendations of this committee must be presented to the Director of the Youth Authority within six (6) months of the date of ratification of this Contract. The Department will meet with this organization within the month of January 1993 concerning the implementation of these recommendations.

This committee will consist of an equal number of rank and file members with supervisors and/or managers. CCPOA will appoint the rank and file members. The rank and file members must be employees of the Youth Authority.

17.05 Survivors' Benefits

The State agrees to cover Bargaining Unit 6 peace officers with the third Tier of the 1959 Survivors' Benefits at no cost above the \$2.00 existing rate.

17.06 Early Intervention Program/Work Injuries

- a. The Departments of Corrections and Youth Authority, in conjunction with CCPOA and other recognized employee bargaining unit representative associations are initiating a voluntary Early Intervention program within the Worker's Compensation field at every Unit 6 institution, facility, camp and parole region. Early Intervention seeks to insure, before it becomes necessary to engage an attorney, that interested employees involved in Worker's Compensation cases are fully informed of available options by an authorized, independent Early Intervention Counselor and are evaluated by the services of a mutually-agreed-upon, independent medical panel to assist in expeditiously reaching timely decisions regarding compensability for qualifying employees. Important to this program is the fact that the Early Intervention counselors, the medical panel, and the rehabilitation counselors are picked by the Departments in conjunction with CCPOA and the other recognized employee representative associations. Additionally, a primary goal of the Early Intervention program is to assist, if possible, expedited return to work of the injured employee; using where applicable, such concepts as, but not limited to, temporary limited-duty assignments; the employee being provided, if necessary, with special equipment; or job-site modification; or the retraining of the employee, and the provision of an alternate job in the same department or another State department. If you desire further information regarding this program, you may call CCPOA's "Early Intervention Coordinator" at (408) 443-0951, or call your local CCPOA office, or contact the State's "Return to Work Coordinator" at your worksite. Additionally, CCPOA should have a local, institutional or parole region, job steward designated as an Early Intervention ombudsman who hopefully can help you.
- b. The State will conduct no meetings of local selection committees to choose additional Early Intervention counselors without a prior written notice to CCPOA's main office in Sacramento. Such notice will be provided at least fourteen (14) calendar days in advance of the proposed date. The parties shall then select a mutually satisfactory date for said selection committee to convene on.
- c. Disputes regarding this section shall be grievable only up to the Department Director or designee, which shall constitute an exhaustion of administrative remedies.

17.07 Youth Counselor Post

Within the constraints imposed by physical plants, age of wards and ward treatment needs, the Youth Authority agrees to place wards entering the system on living units in a manner which expedites the additional Youth Counselor posts.

17.08 Smoking

At CYA institutions there shall be no smoking allowed indoors in and around any employee work area. This policy shall apply to wards and staff alike, except for the night staff.

17.09 PIE Usage

When a PIE is assigned Youth Counselor casework relief, supervisory staff should not be permitted to use the PIE to be relieved from their (the supervisor's) duties.

17.10 Property

The Department of the Youth Authority agrees that the ward/inmate property shall be limited to two twelve by twelve by twelve inch boxes. Personal property allowed shall remain consistent with the Department's Mission and varied programs.

17.11 Desert Shield/Storm Seniority

Those Bargaining Unit 6 employees who were on military leave by reason of the Iraqi invasion of Kuwait and the subsequent Desert Shield/Storm campaign and its aftermath shall accrue Bargaining Unit 6 seniority throughout the time they were on military leave. Additionally, military leave throughout this period shall not be considered a break in service for definition purposes of Section 13.01.

17.12 Travel Time Allowance (Lateral Transfers)

Upon request, the State may authorize an employee to take a reasonable amount of vacation, CTO, or holiday time off between transfers from one institution to another where the transfer requires the employee to move his/her residence. Such requests will not be unreasonably denied, by the receiving institution.

ARTICLE XVIII INSTITUTIONAL FIREFIGHTERS

18.01 Firefighter Training

- a. The State shall continue to ensure Firefighters are trained and certified where appropriate in the following areas:
 1. Firefighter I
 2. Extinguisher Inspection and Servicing
 3. CPR and Advanced First Aid
 4. Driver Operator I and II
 5. Hazardous Materials First Responder
 6. Code Interpretation, Title 19/24
 7. Fire Prevention 1-A and 1-B
 8. Firefighter II
 9. Fire Investigation 1-A and 1-B
 10. Heavy Rescue
- b. The training and certification shall be instructed by a State Board of Fire Services certified instructor, with the exception of C.P.R. and Advanced First Aid which shall be instructed by an American Red Cross certified instructor.
- c. New or existing employees who have received certification in any of the courses listed in 1-10 above will not be required to take

the coursework if exempted by the Firefighter LAS or JAC.

18.02 Firefighter Hours of Work and Compensation

- a. The work schedule for full-time 7k exemption Firefighters employed by the California Department of Corrections shall be up to 216 hours in a 28-day work period. This work period includes up to 4 hours of overtime paid in accordance with the provisions of the Fair Labor Standards Act.
- b. The initial monthly compensation for the work is a salary range of \$2,550 - \$3,546. The monthly compensation pays for all hours worked in the work schedule including the straight time portion of the overtime. An additional half-time payment will be made for each of the 4 hours of overtime worked each pay period. Wages will be paid in 12 monthly pay warrants representing 1/12 of the annual wage. Monthly supplemental warrants for the remaining half-time pay will be at the appropriate half-time rate for the 4 hours between 212 and 216 hours.
- c. Each institution may develop a Firefighter schedule which reflects the 7k exemption provided under the Fair Labor Standards Act. Each Firefighter will be notified by his or her institution that he/she has been placed in the 7k exemption waiver. Firefighter employees will not be moved in and out of the 7k exemption waiver to avoid overtime payment.
- d. All full-time Firefighters shall be normally scheduled nine 24-hour shifts per pay period, except Firefighters at NCWF. The Firefighters at NCWF shall be scheduled on a 5-8-40 work week, and shall be considered non-7k exempt.
- e. Wages for 216-hour Firefighter employees will be computed as follows: Current (as of 9/1/92):

1.	Salary per month	\$2550.00	-	\$3546.00
2.	Hours worked per pay period			216 hours
3.	Straight time rate	\$11.81	-	\$16.42
4.	Overtime rate	\$17.72	-	\$24.63
5.	Half-time rate	\$ 5.91	-	\$ 8.21

The salary computation will change with the General Salary adjustment. The formula is monthly salary divided by 216 hours per pay period.

18.03 Firefighter Emergency Response Vehicles

The Department of Corrections agrees to re-evaluate the operating condition of each emergency response vehicle used for transporting injured employees. The Department may upgrade the vehicles if it is determined by management that the vehicle will be utilized outside the institutional grounds.

18.04 Firefighter Safety Equipment

The Department shall provide CDC firefighter employees, who are assigned to firefighting duties, safety equipment as specified in General Industrial Safety Orders, Title 8, Article 10.01; Personal Clothing and Equipment for Firefighters. Additionally, CDC shall equip its firefighters with helmet lights.

18.05 Firefighter Training Committee

The State and the California Correctional Peace Officers Association agree to establish a four-person committee, made up of two management employees and two rank and file employees, for the purpose of evaluating Firefighter training. The committees shall meet semi-annually and union members will participate without loss of compensation.

18.06 Firefighter License Renewal

The Department will reimburse Firefighters who are required by the State to maintain any certification or license. If an employee is required by the appointing authority to test during his/her off-duty hours, the employee shall be compensated for actual hours worked.

18.07 Firefighter Badges

Management will re-evaluate the badge control process for California Department of Corrections' Firefighters. At the termination of the evaluation, management will share the information with the employee organization.

18.08 Firefighter Physical Fitness

- a. The employer shall furnish one hour for approved exercise activities during normal working hours for each 7k exemption Firefighter, except during emergency assignment or during full day training programs.
- b. Employees will utilize physical fitness equipment presently provided by each institution.
- c. The Fire Chief has the authority to schedule the exercise period.

18.09 Firefighter Facilities

In facilities where Unit 6 Firefighters are required to sleep, the State and the California Correctional Peace Officers Association recognize the need for separate male and female sleeping quarters. The California Department of Corrections will continue to take this into consideration as it develops and spends its capital outlay budget monies.

18.10 Firefighter Vacation Leave

- a. Employees working a 40-hour week shall not be entitled to vacation leave credit for the first six months of service. On the first day of the monthly pay period following completion of six qualifying pay periods, employees covered by this section shall receive a one-time vacation credit of 48 hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7	months to 3 years	8 hours per month
37	months to 10 years.	11 hours per month
121	months to 15 years.	13 hours per month
181	months to 20 year	14 hours per month
241	months and over	15 hours per month

7k exemption employees shall be entitled to annual vacation leave with pay, except those who have served less than six months of service.

On the first day of the monthly pay period following the completion of six qualifying pay periods, employees covered by this section shall receive a one-time vacation credit of 56 hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

7	months to 3 years	10 hours per month
37	months to 10 years. . . .	12 hours per month
121	months to 15 years. . . .	14 hours per month
181	months to 20 year	16 hours per month
241	months and over	18 hours per month

- b. If an employee does not use all of the vacation that he/she has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 400 hours or 18 shifts.
- c. When a non-7k exemption Firefighter is changed to a 7k exemption Firefighter, his/her accrued vacation leave shall be multiplied by 1.2. When a 7k exemption Firefighter is changed to a non-7k exemption Firefighter, his/her accrued vacation leave shall be multiplied by .83, and rounded to the nearest whole number.

18.11 Firefighter Sick Leave

- a. CDC 7k exemption Firefighters shall accrue 12 hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying period of continuous service.
- b. CDC non-7k exemption Firefighters shall accrue eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period, subject to the provisions in 10.02 b.
- c. Sick leave for all Firefighters will be charged on an hour-for-hour basis.
- d. When a CDC non-7k exemption Firefighter is changed to being a CDC 7k exemption Firefighter, the Firefighter's then accrued hours of credit for sick leave shall be multiplied by 1.5. When a Firefighter is changed from being a 7k exempt Firefighter to a non-7k exempt Firefighter, his/her accrued hours of credit for sick leave shall be multiplied by .67.
- e. A Firefighter, who has no sick leave usage or AWOLs/LWOPs in a twelve-consecutive-month period will receive a commendation for his/her excellence in the area of "attendance".

18.12 Firefighter Holidays

- a. All permanent full-time Firefighters shall be credited with the following paid personal holiday credits per fiscal year in lieu of those holidays contained in Article X, Section 10.11:
 - 1. Twenty-seven (27) hours personal holiday credit effective July 1.
 - 2. Twenty-seven (27) hours personal holiday credit effective October 1.

3. Twenty-seven (27) hours personal holiday credit effective January 1.
4. Twenty-seven (27) hours personal holiday credit effective April 1.
- b. All personal holiday credits must be taken in hour-to-hour increments.
- c. The Appointing Authority or designee may require five calendar days advance notice before a personal holiday is taken and may deny use subject to operational needs or an emergency. When an employee is denied use of a personal holiday, the Appointing Authority or designee may allow the employee to reschedule the personal holiday.
- d. Accrued holiday credits are not subject to the State-initiated buy-back without prior approval of the employee.

18.13 Firefighter Continuous Hours of Work

Correctional Institutional Firefighters are exempted from the "Continuous Hours of Work" Section 11.04 of the 1992-95 Contract. In any event, Firefighters shall not work any regularly scheduled shift in excess of 24 hours. However, this does not exclude Firefighters from working in the case of an emergency. This section does not prohibit an approved swap.

18.14 Training Enhancement

- a. The State and CCPOA agree that they will together recommend to the Joint Apprenticeship Committee that the mandated courses listed in paragraph 18.01 be included in the Firefighter Apprenticeship Program.
- b. Upon completion of training and certification in the courses listed in paragraph 18.01 above, and as determined by the State, CDC Firefighters may be provided the following training by the State:
 1. Fire Command 1-A and 1-B
 2. Fire Management 1
 3. Fire Instructor 1-A and 1-B

ARTICLE XIX APPLICATION & DURATION

19.01 Entire Agreement

- a. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understandings or agreements by the parties, whether formal or informal regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement. With respect to other matters within scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection b. below.
- b. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the

scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CCPOA of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 6 where all three of the following exist:

- (1) Where such changes would affect the working conditions of a significant number of employees in Unit 6.
- (2) Where the subject matter of the change is within scope of representation pursuant to the Ralph C. Dills Act.
- (3) Where CCPOA requests to negotiate with the State.
Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement.

If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

Unless otherwise provided herein, or unless changed by mutual agreement, there shall be no diminution of existing wage rates and substantial monetary employee benefits during the term of this Agreement. Provided, however, the parties agree to meet and confer over alternatives to layoff and/or other unforeseen economic crises.

19.02 Application of Agreement

Consistent with the Preamble to this Agreement, it is mutually agreed by both parties that all agreements reached in this MOU shall not be arbitrarily, capriciously, discriminatorily or unreasonably applied or denied.

19.03 Term

- a. The terms of this Agreement go into effect upon ratification by both the Legislature and Union, and shall remain in full force and effect through June 30, 1995.